

STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION

DT 08-162

Petition for Arbitration of Rates, Terms and Conditions
of Interconnection with TDS

STIPULATED FACTS

I. Preliminary Statement.

In an effort to streamline the process in this Docket, Comcast Phone of New Hampshire, LLC (“Comcast Phone”) and Kearsarge Telephone Company (“KTC”), Wilton Telephone Company, Inc. (“WTC”), and Merrimack County Telephone Company, (“MCT”, and collectively with KTC and WTC, the “TDS Companies”) have worked together to develop a set of agreed facts. As used herein, Comcast and the TDS Companies may be referred to individually as a “Party” and collectively as “Parties.”

Comcast and the TDS Companies agree that the following are facts that may be used by either or both Parties in this Docket as a basis for arguments that they may advance to the New Hampshire Public Utilities Commission (“Commission”) for resolution of this Docket. Because this document is a result of negotiation and compromise between the Parties, the facts that are set out below may be used only for purposes of this Docket and may not be used in any other docket or proceeding of any kind whether in this State or another state or federal proceeding. Neither Party may use any statement set forth below as a means to assert that the other Party has agreed to any particular fact or facts outside of this Docket. Nor may this document be used as a basis to establish any argument of estoppel or waiver as to any fact or statement contained herein. Further, neither Party agrees that each fact set out below is relevant to the issues raised in this Docket, but each Party has agreed that each fact may be admitted into the record for purposes of this Docket.

II. Statement of Facts.

The Parties hereby agree that the following facts may be used for purposes of this Docket:

1. Comcast Phone was certified by the Commission in Order No. 23,088, DE 98-208 (NH PUC Dec. 15, 1998) with authority to provide telecommunications services in the service territory of Northern New England Telephone Operations LLC, d/b/a

FairPoint Communications – NNE (“FairPoint”).¹ That authority was extended to cover the service territories of the TDS Companies in Order No. 24,938 issued by the Commission on February 6, 2009. KTC and MCT have filed a motion for rehearing with respect to that Order.

2. Comcast Phone is a 100% indirectly owned subsidiary of Comcast Corporation.

3. In April of 2008, Comcast Phone requested interconnection with the TDS Companies. In the period between April and July 2008, Comcast Phone’s affiliates in five other states requested interconnection with TDS affiliates in those five states.

4. Comcast Phone affiliates currently have interconnection agreements with the TDS Companies’ affiliates in Vermont (effective May 1, 2008), Tennessee (effective May 1, 2006), Indiana (effective October 1, 2006) and the Parties executed an agreement for Michigan on April 2, 2009.

5. Comcast Phone files with the Commission and posts on its web site (Comcast.com) an Exchange Rate Schedule that includes the following service offerings: Single Line Business Service, Schools and Libraries Network Service, and an Access Service Guide for interexchange carriers. (Currently effective copies of both schedules are attached as Exhibits 1 and 2 respectively.)

6. Comcast Phone offers Local Interconnection Service (“LIS”) in New Hampshire to interconnected Voice over Internet Protocol (“VoIP”) providers. The terms and conditions of the LIS offering are available for public inspection on the Comcast Phone web site (Comcast.com). (A copy of the current LIS service guide is attached as Exhibit 3.)

7. Comcast Phone averages approximately 25 intrastate and interstate interexchange access customers in New Hampshire that are sent carrier access bills (“CABS bills”) each month for terminating traffic.

8. Comcast Phone’s affiliate, Comcast IP Phone II, LLC (“Comcast IP”), provides retail, interconnected VoIP service as that term is defined by the Federal Communications Commission (see 47 C.F.R. § 9.3) to residential and business end user customers in New Hampshire. The service is marketed to the public under the brand names “Comcast Digital Voice” (“CDV”) and Comcast Business Class Digital Voice (“BCDV”). Comcast IP is not registered as a telecommunications company with the

¹ Order No. 23,088 authorized MediaOne Telecommunications of New Hampshire, Inc. to provide service in the Bell Atlantic service territory. By letter dated April 17, 2001, Media One Telecommunications of New Hampshire, Inc. notified the Commission of a name change to AT&T Broadband Phone of New Hampshire, LLC, which in February 2003 changed its name to Comcast Phone of New Hampshire, LLC d/b/a Comcast Digital Phone.

Commission. Comcast IP is a 100% indirectly owned subsidiary of Comcast Corporation.

9. Comcast Phone provides LIS service to Comcast IP pursuant to an agreement, which includes an amendment. A copy of that agreement, including the amendment, is attached as Exhibit C-4 (the "C" designation is to denote the document is to be treated as confidential pursuant to the protective order issued in this Docket).

10. Comcast IP is currently the only customer receiving LIS service from Comcast Phone in the state of New Hampshire.

11. Comcast Phone does not currently provide Schools and Libraries service to any customers in New Hampshire.

12. Comcast Phone is not currently providing Single Line Business Service to any customers in New Hampshire.

13. Comcast Phone previously offered a retail, circuit switched telephone service offering in the FairPoint service territory in New Hampshire, which was marketed to the public under the brand-name Comcast Digital Phone ("CDP"). Comcast Phone discontinued CDP on or about May 15, 2008 but retained its authority to provide other telecommunications services in the state.

14. CDV customers access the service using the "last mile" broadband facilities provided by Comcast Phone's local franchise cable television operating affiliate.

15. In New Hampshire, Comcast Phone currently has a Commission-approved interconnection agreement with FairPoint as Verizon New England Inc.'s successor in interest.

16. Pursuant to this interconnection arrangement, Comcast Phone exchanges locally-rated traffic with FairPoint, and this agreement requires the payment of reciprocal compensation for the transport and termination of locally rated traffic.

17. Comcast Phone seeks an interconnection agreement with the TDS Companies pursuant to Section 251 of the Communications Act of 1934, as amended. With this interconnection agreement in place, Comcast Phone would offer its LIS service to Comcast IP so that Comcast IP may offer CDV to end user customers in the TDS Companies' service territories. Specifically, the interconnection agreement would make it possible for CDV end-users to place calls to the TDS Companies' end-users within the TDS Companies' local calling areas, and *vice versa*.

18. An affiliate of Comcast Phone offers cable television service in the TDS Companies' service territory.

MISCELLANEOUS

19. Parties agree that all discovery responses and exhibits attached thereto shall be admitted into evidence without further hearing.

20. This Stipulation may be executed in multiple counterparts, which together shall constitute one agreement.

WHEREFORE, the undersigned Stipulating Parties offer this Stipulation for the reasons and purposes stated herein.

Respectfully submitted by the Parties,

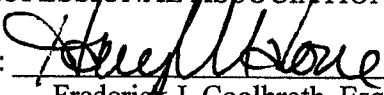
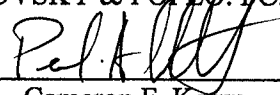
<p>KEARSARGE TELEPHONE COMPANY, WILTON TELEPHONE COMPANY, INC., and MERRIMACK COUNTY TELEPHONE COMPANY</p> <p>By their Attorneys,</p> <p>DEVINE, MILLIMET & BRANCH, PROFESSIONAL ASSOCIATION</p> <p>By:  Frederick J. Coolbroth, Esq. Patrick C. McHugh, Esq. Harry N. Malone, Esq. 43 North Main Street Concord, NH 03301 (603) 226-1000 fcoolbroth@devinemillimet.com pmchugh@devinemillimet.com hmalone@devinemillimet.com</p>	<p>COMCAST PHONE OF NEW HAMPSHIRE, LLC</p> <p>By its Attorneys</p> <p>MINTZ LEVIN COHN FERRIS GLOVSKY & POPEO, PC.</p> <p>By:  Cameron F. Kerry Paul D. Abbott 1 Financial Center Boston MA 02111 Tel. 617.348.1671 Fax 617.542.2241 cfkerry@mintz.com</p> <p>Michael C. Sloan Davis Wright Tremaine LLP 1919 Pennsylvania Ave., NW Washington, DC 20006 P: (202) 973-4227 F: (202) 973-4499 michaelsloan@dwt.com</p>
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EXHIBIT 1

SCHEDULE OF RATES AND CHARGES

Applying to the provision of

COMPETITIVE INTRALATA TOLL SERVICES

within the State of

NEW HAMPSHIRE

Comcast Phone of New Hampshire, LLC adopts the State of New Hampshire
Competitive Carrier Uniform Tariff

ISSUED: June 9, 2008
EFFECTIVE: June 10, 2008

BY: Kevin Casey
TITLE: Senior Vice President

NH08-003

1. DIAL STATION PLANS

1.1. BUSINESS LONG DISTANCE

Dial Station rates apply to long distance calls made by customers who subscribe to Business Long Distance as specified in Section 2.1 of the Company's Exchange Services Rate Schedule No. 1.

	USAGE RATE
• Each minute of use	\$0.35

ISSUED: June 9, 2008
EFFECTIVE: June 10, 2008

BY: Kevin Casey
TITLE: Senior Vice President

2. OPERATOR SERVICE

2.1. OPERATOR SERVICE RATES

Operator Service rates apply to customers who place long distance calls with the assistance of a Company operator or mechanized response system. A per-minute usage rate and a per-call service charge will apply to each Operator Service call.

2.1.1. SERVICE CHARGES

	CHARGE
• Collect, each request	\$2.49
• Billed to Third Number, each request	2.49
• Station-to-Station, each request	2.49
• Person-to-Person, each request	2.49

2.1.2. USAGE CHARGES

	RATE
• Per minute of use	\$0.35

ISSUED: June 9, 2008
EFFECTIVE: June 10, 2008

BY: Kevin Casey
TITLE: Senior Vice President

3. SPECIAL PROMOTIONS

3.1. PROMOTIONAL OFFERINGS

Periodically the Company may engage in promotional offerings or demonstrations of authorized services to retain existing customers, to expand service to existing customers, to attract new customers or to increase awareness of offered services. The Company, upon seven (7) days notice to the New Hampshire Public Utilities Commission, will specify the rates, terms, conditions, and time intervals applicable to each promotional offering.

4. BILL PAYMENT AND CHARGES

4.1. LATE PAYMENT CHARGE

When payment of any billed amount is not received within five (5) days after the due date, the unpaid balance carried forward to the next month's bill may be subject to a Late Payment Charge in the amount of 1.5% of the unpaid balance.

4.2. RETURNED CHECK CHARGE

In addition to any late payment charges, the customer will be assessed a charge of fifteen dollars (\$15.00) for each check, draft, or electronic funds transfer submitted by the customer to the Company which a financial institution refuses to honor.

4.3. ADVANCE BILLING

The Company shall present invoices for recurring charges monthly to the customer, in advance of the month in which service is provided, and such recurring charges shall be due and payable within 30 days after the date of the invoice.

ISSUED: June 9, 2008
EFFECTIVE: June 10, 2008

BY: Kevin Casey
TITLE: Senior Vice President

EXHIBIT 2

Comcast Phone of New Hampshire, LLC

Access Service

Issued July 3, 2007

Effective July 3, 2007

3. SWITCHED ACCESS SERVICE

3.1. GENERAL

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point communications path between a customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls.

3.2. PROVISION AND DESCRIPTION

Switched Access Service is provided in two service categories of standard and optional features called Feature Groups. The Company provides Feature Group B and Feature Group D originating and terminating Switched Access. The service categories are differentiated by their technical characteristics and the manner in which an end user accesses them when originating calls.

3.2.1. FEATURE GROUP B

FGB Access, which is available to all customers, provides trunk side access to Company End Office switches with an associated uniform 950-XXXX access code for the customer's use in originating and terminating communications.

3.2.2. FEATURE GROUP D

FGD Access, which is available to all customers, provides trunk side access to Company End Office switches with an associated uniform 10XX-XXX access code for the customer's use in originating and terminating communications. No access code is required for calls to a customer over FGD if the end user's telephone exchange service is arranged for presubscription to that customer.

3.2.3. 8XX TOLL-FREE ACCESS SERVICE

8XX Toll-Free Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 8XX calls to a Company Service Switching Point, which will initiate a query to the database to perform the customer identification and delivery function. The call is forwarded to the appropriate customer based on the dialed 8XX number.

Comcast Phone of New Hampshire, LLC

Access Service

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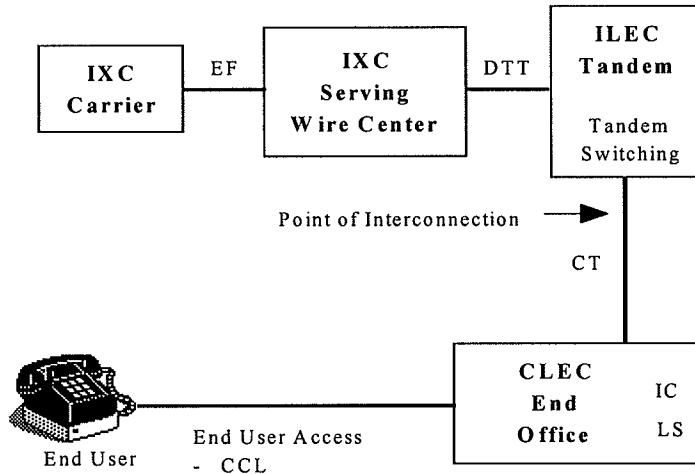
3. SWITCHED ACCESS SERVICE

3.3. SWITCHED ACCESS RATE CATEGORIES

The rate categories that apply to Switched Access Service are as follows:

- Carrier Common Line
- Transport (includes Common Transport, Direct-Trunked Transport and Local Channel/Entrance Facilities)
- Local Switching
- 8XX Toll-Free Access Service

The following diagram depicts a generic view of the components of Switched Access Service and the manner in which the components are combined to provide a complete access service.



ILEC bills:

EF - Entrance Facility
DTT - Direct Trunk Transport
Tandem Switching

Company bills:

CT - Common Transport
IC - Interconnection Charge
LS - End Office/Local Switching
CCL - Carrier Common Line

Switched Access rates are as set forth in Section 3.4, following.

Access Service

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Effective July 3, 2007

3. SWITCHED ACCESS SERVICE

3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

3.3.1. CARRIER COMMON LINE

The Carrier Common Line rate category provides for the use of Company common lines by customers for access to end users to furnish customer intrastate communications.

A. Limitations

1. A telephone number is not provided with Carrier Common Line.
2. Detail billing is not provided for Carrier Common Line.
3. Directory listings are not included in the rates and charges for Carrier Common Line.
4. Intercept arrangements are not included in the rates and charges for Carrier Common Line.
5. All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

B. Rate Regulations

Where the customer is provided with Switched Access Service under this Service Guide, the Company will provide the use of Company common lines by a customer for access to end users.

1. The Carrier Common Line charges will be billed per access minute to each Switched Access Service customer.
2. When the customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate.
3. All Switched Access Service provided to the customer will be subject to Carrier Common Line charges.

Access Service

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3. SWITCHED ACCESS SERVICE

3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

3.3.2. TRANSPORT

The Transport rate category provides for transmission facilities between the customer's premises and the End Office or Access Tandem switch(es) where the customer's traffic is switched to originate or terminate its communications.

Switched Transport is a two-way voice-frequency transmission path which may consist of an Entrance Facility (EF), Direct-Trunked Transport (DTT) Facility, or Common Transport.

A. Common Transport

The Common Transport rate category provides for transmission facilities between the Company's End Office and an alternate tandem provider's network.

1. Transport Termination

The Transport Termination element includes the non-distance sensitive portion of Switched Transport and is assessed on a per-access-minute-of-use basis.

2. Transport Mileage

The Transport Mileage element includes the distance sensitive portion of Switched Transport and is assessed on a per-access-minute-of-use-per-mile basis.

Access Service

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3. SWITCHED ACCESS SERVICE

3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

3.3.2. TRANSPORT (CONT'D)

B. Direct-Trunked Transport

1. Voice Grade/DSO Facility

A Voice Grade facility is an electrical communications path which provides voice-frequency transmission in the nominal frequency range of 300 to 3000 HZ and may be terminated two-wire or four-wire.

2. DS1 Facility

A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

3. DS3 Facility

A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

C. Local Channel/Entrance Facility

The Local Channel/Entrance Facility provides a communications path between the customer's premises and the serving wire center of that premises. The Local Channel/Entrance Facility rate is assessed a monthly fixed charge based on the capacity (e.g., Voice Grade/DS0, DS1, or DS3) ordered.

Access Service

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3. SWITCHED ACCESS SERVICE

3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

3.3.3. LOCAL SWITCHING

The Local Switching rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's End Office.

A. Local Switching Rate Element

The Local Switching rate element provides local dial switching for Feature Groups B and D.

B. Common Trunk Port

The end office Common Trunk Port rate provides for the termination of common transport trunks in shared end office ports. The end office Common Trunk Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to an end office.

C. Dedicated Trunk Port

The end office Dedicated Trunk Port rate provides for the termination of a trunk to a dedicated trunk port in an end office. The rate is assessed per month for each FG trunk in service directly routed (via DTT) between the SWC and the end office.

D. Interconnection Charge

The Interconnection Charge shall be assessed upon all customers interconnecting with the Company's switched access network. Interconnection is applicable to all switched access originating and terminating minutes of use.

Access Service

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3. SWITCHED ACCESS SERVICE

3.3. SWITCHED ACCESS RATE CATEGORIES

3.3.4. 8XX TOLL-FREE ACCESS SERVICE

8XX Toll-Free Access Service is a service offering originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 8XX calls to a Company Service Switching Point, which will initiate a query to the database to perform the customer identification and delivery functions. The call is forwarded to the appropriate customer based on the dialed 8XX number.

A. Customer Identification Charge

The 8XX Toll-Free Access Service Customer Identification Charge applies for the identification and delivery of the appropriate customer. The charge is assessed to the customer on a per query basis and may include an area of service which may range from a single NPA-NXX to an area consisting of all LATAs and NPAs within the state. The 8XX Customer Identification Charge is set forth in Section 3.4.5.

Comcast Phone of New Hampshire, LLC

Access Service

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3. SWITCHED ACCESS SERVICE

3.4. SWITCHED ACCESS RATES AND CHARGES

3.4.1. SERVICE IMPLEMENTATION

	NONRECURRING CHARGE
A. Installation Charge, Per Location, Per Order	
1. First Trunk	ICB
2. Each Subsequent Trunk	ICB

3.4.2. CARRIER COMMON LINE

	MONTHLY RECURRING RATE PER MOU
A. Originating	\$0.026494
B. Terminating	0.026494

3.4.3. TRANSPORT

A. Common Transport	
1. Transport Termination	\$0.000716
2. Transport Mileage, per mile	0.000004

Comcast Phone of New Hampshire, LLC

Access Service

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3. SWITCHED ACCESS SERVICE

3.4. SWITCHED ACCESS RATES AND CHARGES (CONT'D)

3.4.3. TRANSPORT (CONT'D)

B. Local Channel/Entrance Facility

	NONRECURRING CHARGE		MONTHLY RATE
	FIRST	ADD'L	
1. Voice Grade	ICB	ICB	ICB

C. Direct Trunked Transport

	NONRECURRING CHARGE		MONTHLY RATE
	FIRST	ADD'L	
1. Voice Grade			
• Per Mile	-		ICB
• Termination	ICB		ICB

Comcast Phone of New Hampshire, LLC

Access Service

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3. SWITCHED ACCESS SERVICE

3.4. SWITCHED ACCESS RATES AND CHARGES (CONT'D)

3.4.4. LOCAL SWITCHING

A. Local Switching	MONTHLY RECURRING RATE PER MOU
1. Originating Access	\$0.001934
2. Terminating Access	0.001934
3. Common Trunk Port	0.000000
4. Interconnection Charge	0.000000
5. Dedicated Trunk Port	MONTHLY RATE
a. DS0/VG, per trunk	ICB
b. DS1, per trunk	ICB

3.4.5. 8XX TOLL-FREE ACCESS

A. 8XX Toll-Free Access Service	RECURRING RATE PER QUERY
1. Customer Identification Charge	\$0.003981

EXHIBIT 3



Local Interconnection Service Guide

1. GENERAL

- A. Subject to the terms set forth in Section 4.A following, the purpose of this Guide is to provide an overview of Local Interconnection Service ("LIS") and the terms and conditions under which LIS is offered by the applicable Comcast entity.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Guide.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol ("VoIP") service. In addition, it is the Customer's sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support "nomadic" VoIP services. As provided elsewhere in this Guide, the Customer must provide its services to Subscribers at a fixed service address.

2. DEFINITIONS

- A. "Company" means an affiliate of Comcast that is a Competitive Local Exchange Carrier (CLEC) certificated by the applicable state regulatory commission to offer telecommunications services in the state in which the Customer requests LIS.
- B. "Customer" means the provider of retail interconnected VoIP service, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- C. "Subscriber" means the interconnected VoIP end-user customer of the Customer.



Local Interconnection Service Guide

3. DESCRIPTION OF SERVICE

- A. LIS provides a connection between a Customer's facilities and the public switched telephone network, and related services described herein. In order to make use of the Company's LIS, Customer's facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®). LIS does not support Customers providing services to Subscribers that operate using a different format.
- B. The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all customer premises equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol.
- C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.
- D. LIS provides standard 10-digit telephone numbers with associated two-way statewide local exchange telecommunications service to permit Customers to provide interconnected VoIP service to Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711), Toll, and Directory Listings. Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.



Local Interconnection Service Guide

4. USE OF SERVICE

- A. LIS is provided in accordance with the regulations and rates in this Guide, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Sections 8 and 9 of this Guide.
1. Customer shall, at its sole cost, be responsible for providing all equipment software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.
 - a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.
 - b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").



Local Interconnection Service Guide

4. USE OF SERVICE

A. (Cont'd)

- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.
- d. Based on the Company Obligations, LIS service is limited to Subscribers physically located in areas served by the Company within the states/locations identified in Section 10. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. LIS under this Guide is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Any such arrangements must be separately identified and negotiated between the Company and the Customer and will be established, if at all, only on an "individual case basis."
- e. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

5. TERM AND TERMINATION

- A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer effectuating the provisions of this Guide, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of service by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Guide but are assessed in order for the Company to fully recover costs associated with providing LIS.



Local Interconnection Service Guide

5. TERM AND TERMINATION (CONT'D)

C. Discontinuance of Service for Cause

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
2. Upon Customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
7. Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Guide, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable.
8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.



Local Interconnection Service Guide

6. SUBSCRIBER ORDERS AND USAGE FORECASTS

- A. The Customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After doing so, the Customer may submit customer orders to activate Subscribers for use of LIS within a market ("subscriber order").
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other common carriers in addition to or in lieu of the Company.

7. LOCAL NUMBER PORTABILITY

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21(m).
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.



Local Interconnection Service Guide

8. EMERGENCY 911 SERVICE

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.
- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in 8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.
- F. **LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 9 OF THIS GUIDE, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.**



Local Interconnection Service Guide

9. LIMITATION OF LIABILITY

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Customer for the amount of the cost of service during the outage.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 9.A, the Company shall not be liable to a Customer or Subscriber or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for any claims for loss or damages involving:
 - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen.
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3. Any unlawful or unauthorized use of the Company's facilities and services;
 - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;



Local Interconnection Service Guide

9. LIMITATION OF LIABILITY

D. (Cont'd)

5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this section;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable.

E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.



Local Interconnection Service Guide

9. LIMITATION OF LIABILITY (CONT'D)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- H. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the Customer with respect to the services purchased under this Guide, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the Customer.
- I. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees with regard to infringement of patents, trade secrets or copyrights arising from or in connection with Customer-provided facilities or services.
- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.



Local Interconnection Service Guide

10. SERVICE AVAILABILITY

Subject to the terms set forth in this Service Guide including but not limited to the terms of Section 4.A, preceding, LIS is offered subject to the availability of suitable facilities in the following states/locations:

Alabama
Arizona
Arkansas
California
California
Connecticut
Delaware
District of Columbia
Florida
Georgia
Illinois
Indiana
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
New Hampshire
New Jersey
New Mexico
New York
Ohio
Oregon
Pennsylvania
South Carolina
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin

For inquiries regarding availability for a specific community within any of the states listed above, please contact the Company.



Local Interconnection Service Guide

11. RATES AND CHARGES

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company’s service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. The charges for LIS may be revised from time-to-time on one month’s notice.
- C. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company’s income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- D. Rates for Interstate and International services associated with LIS are included in separate Guides posted on the Company’s website.

	NONRECURRING CHARGE
1. Local Interconnection Service	ICB
	MONTHLY RATE
2. Local Interconnection Port	
· Per-T-1	\$1,200.00
· All Other Bandwidths	ICB
3. Local Interconnection Service	[1]

[1] The monthly rate for LIS is a function of a combination of market-specific cost considerations as well as customer-determined factors including service capacity, length of contract term, optional features, and maintenance and security considerations. See 11.A, preceding, for additional information.

EXHIBIT C-4

REDACTED