REGULATIONS, TERMS, CONDITIONS, AND RATES APPLICABLE TO INTRASTATE TELECOMMUNICATIONS SERVICES FURNISHED BY

CRC COMMUNICATIONS LLC
d/b/a OTT Communications

TARIFF FOR INTRASTATE ACCESS SERVICE

All of the material in this Tariff is new.

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Title: Sr. Vice President & General Manager

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INTRASTATE ACCESS SERVICES

CHECK SHEET

The title page and pages 1 - 46 of this Tariff are effective as of the date shown. Original and revised pages as named below contain all changes that are in effect on the date indicated

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CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

REGISTERED SERVICE MARKS

OTT Communications

REGISTERED TRADEMARKS

OTTcommunications

EXPLANATION OF SYMBOLS

C to signify changed regulation.
D to signify discontinued rate or regulation.
I to signify increase to a rate or charge.
M to signify matter relocated without change.
N to signify new rate or regulation.
R to signify reduction to a rate or charge.
S to signify matter reissued without change.
T to signify a change in text but no change in rate or regulation.
Z to signify a correction.

Section 1 - APPLICATION OF TARIFF

The terms and conditions in this Tariff apply to the Intrastate Common Carrier Telecommunications Services provided by the Issuing Carriers of this Tariff, hereinafter the Company. The Company may provide any of the services offered under this Tariff or any combination of services to Customers through the use of contracts. Terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Customized service packages and competitive pricing arrangements at negotiated rates may be furnished on an individual case basis. Rates in other Sections of this Tariff do not apply to Customers who agree to contract arrangements with respect to services within the scope of the contract. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

Section 2 - GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

A. The Company's services and facilities are furnished for communications services between and among domestic points within the United States under terms of this Tariff.

B. The Company arranges for installation, operation, and maintenance of the communications services provided in this Tariff for Customers in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network.

C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.

D. Services are provided twenty-four (24) hours daily, seven (7) days per week, except as set forth in other applicable sections of this Tariff.

E. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

F. The Company provides only those services that are contained in this Tariff that the Company is technically capable of providing.

G. The services provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

H. Company services may be connected to the services or facilities of other communications carriers only when authorized by, in accordance with, the terms and conditions of any Tariffs of such other communications carriers.

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.2 Provision of Services

The Company will provide to the Customer, upon reasonable notice, services offered in other applicable sections of this Tariff at rates and charges specified therein. The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

2.1.3 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors.

2.1.4 Service Maintenance

The services provided under this Tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with written consent of the Company.

2.1. 5 Changes and Substitutions

The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Shortage of Equipment or Facilities

A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. 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 Tariff.

B. The Company reserves the right to limit or to allocate the use of its facilities when necessary because of lack of facilities or due to some other cause beyond the Company's control. The Company may obtain facilities from other carriers to furnish service as required at the sole discretion of the Company.

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1. 7 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. Some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, may not allow for notification to the Customer.

2.1.8 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man made disasters which affect telecommunications services.

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.9 Limitations

A. Assignment or Transfer of Services

All services provided under this Tariff are directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of use or relocation of the service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees, as well as conditions of service.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

B. Use and Restoration of Service

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

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.10 Liability

A. Limits of Liability

The liability of the Company for damages arising out of the furnishing of its service, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of such allowances as set forth in the section of this Tariff on Allowances for Interruptions in Service. The extension of such allowance for interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company.

The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.

In no event shall the Company be liable for any incidental, indirect, special, consequential, exemplary, or punitive damages (including lost revenue or profits) of any kind whatsoever regardless of the cause of forseeability thereof.

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.10 Liability (cont'd)

B. Act or Omissions

The Company shall not be liable for any act or omission of any other carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or Customer providing a portion of a service.

C. Circumstances Beyond the Company's Control

The Company shall not be liable for any delay or failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of god, fire, flood, explosion or other catastrophes, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of anyone or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockout, work stoppages, or other labor difficulties.

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such Customer's use of services so provided.

D. Damages Caused by Others

The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer. The Company

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.10 Liability (cont'd)

D. Damages Caused by Others (cont'd)

shall not be liable for any act, omission or defect of an entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

E. Damages to Customer Premise

The Company is not liable for damages to the Customer's premise resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the willful misconduct of the Company's employees or agents.

F. Indemnification of the Company

The Customer and the End User shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over the Company's facilities or equipment

2. Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

3. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.10 Liability (cont'd)

F. Indemnification of the Company (cont'd)

4. In the event parties other than the Customer, including but not limited to joint users and the Customer's customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer shall forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments, which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

G. Warranties or Representation by the Company

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, except those expressly set forth herein.

H. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff.

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.11 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of actual labor, material, or 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

2.1.12 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

A. where facilities are not presently available and there is no other requirement for the facilities to be constructed;

B. of a type other than that which the Company would normally utilize in the furnishing of its services;

C. over a route other than that which the Company would normally utilize in the furnishing of its services;

D. in a quantity greater than that which the Company would normally construct;

E. on an expedited basis;

F. on a temporary basis until permanent facilities are available;

G. involving abnormal costs; or

H. in advance of its normal construction schedules

Rates and charges for special construction are provided on an individual case basis

Section 2 - GENERAL REGULATIONS (cont'd)

2.2 Term and Charge of Service

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer

2.3.1 Payment of Charges

The Customer shall be responsible for payment of all applicable charges pursuant to this Tariff. When mixed Interstate and Intrastate Switched Access Service is provided, all charges (i.e. non-recurring, monthly and/or usage) including optional features and functions charges, will be prorated between Interstate and Intrastate. The percentage determined as set forth in Sections 2.3.9 or 2.3.10 following will serve as the basis for prorating the charges unless the Company is billing by jurisdiction according to actual measured usage. All access traffic not specifically identified as Interstate will be billed as Intrastate. The percentage of an access service to be charged as Interstate is applied in the following manner:

A. For monthly and non-recurring chargeable rate elements, multiply the percent Interstate use times the quantity of chargeable elements times the stated Tariff rate.

B. For usage sensitive (i.e. access minutes and calls) chargeable rate elements, multiply the percent Interstate use times actual use (i.e. measured) times the stated Tariff rate.

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Damages

The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer.

2.3.3 Equipment Space and Power

The Customer shall provide, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for, Company facilities and equipment installed on the Customer's premise.

2.3.4 Rights-of-way

The Customer shall at the option of the Company obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or property line to the location of Company's equipment space on the Customer's premise. Any costs associated with obtaining and maintaining the rights-of-ways described herein, including any building modification costs, shall be borne entirely by the Customer. Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of Company facilities and equipment in the Customer's premise or within the rights-of-way for which the Customer is responsible.

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.5 Availability for Installing, Maintaining, and Removing

The Customer shall grant or obtain permission for Company employees or agents to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to Company's facilities.

2.3.6 Customer-Provided Equipment

The Customer shall be responsible for the provision, operation and maintenance of any Customer-Provided Equipment (CPE), which is connected, to Company's equipment and/or facilities, and for ensuring that such CPE is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such CPE shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon Company request, Customer will submit to Company a complete manufacturer's specification sheet for each item of CPE that is or is proposed to be attached to Company's facilities. Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any CPE.

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Company (cont'd)

2.3.7 Coordination with Respect to Network Contingencies

The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters, which affect telecommunications services.

2.3.8 Indemnification of the Company by the Customer and the End User

With respect to any service or facility provided by the Company, the Customer and the End User shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

A. death or injury of any person caused by or resulting from any loss, destruction or damage to property of the Customer or any third party;

B. death or injury of any person caused by the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; and

C. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party I arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by this Tariff or any agreement between Customer and Company.

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.9 Jurisdictional Report -Switched Access

The Customer must indicate a Percent of Interstate Use (PIU) factor in a whole number when ordering Switched Access Service. A Customer provided PIU factor is required on each Access Service Request.

Where jurisdiction can be determined or estimated from the call detail, the Company will develop a projected PIU factor from the call detail, which will be used to bill the Customer. Where call detail is insufficient to determine or estimate the jurisdiction, the Customer will provide a Jurisdictional Report indicating the projected PIU factor in whole number. The Company will use the Jurisdictional Report to bill all Interstate usage and Interstate rates and/or nonrecurring charges until the Company receives a revised report from the Customer. The following regulations govern such estimates, their reporting by the Customer and cases where the Company will develop jurisdictional percentages.

A. General

Except where Company measured or estimated access is used as set forth following, the Customer shall update its PIU as set forth in paragraphs B. or C. following and such report will be used for billing purposes until the Customer reports a different projected Interstate percentage. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.9 Jurisdictional Report-Switched Access (cont'd)

A. General (cont'd)

Effective on the first of January, April, July and October of each year the Customer shall update the Interstate jurisdictional report. The Customer shall forward to the Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and Interstate percentage of use for the past three (3) months ending the last day of December, March, June and September, respectively, for each service arranged for Interstate use.

Except where the Company is billing by jurisdiction according to actual measured or estimated usage, the revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the report.

If the Customer does not supply the reports, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

The percentages described in paragraphs B. through D. following are applied to Carrier Common Line, Information Surcharge, Local Switching, Tandem Switched Transport and Transport Interconnection Charge (TIC). Separate PIUs are required for flat rated Entrance Facilities, Direct Trunked Transport and Multiplexers charges.

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.9 Jurisdictional Report-Switched Access (cont'd)

B. Feature Group D

When a Customer orders Feature Group D Switched Access Service(s) the Customer may provide a projected Percent Interstate Usage (PIU) for each end office in its order. Where jurisdiction can be determined or estimated from the call detail, the Company will develop a projected PIU factor from the call detail, which will be used to bill the customer. The Company, where the jurisdiction cannot be determined or estimated from the call detail, will determine the projected PIU as follows:

1. For originating access minutes, the projected Interstate percentages will be developed on a monthly basis by end office where the feature Group D Switched Access Service access minutes are measured by dividing the measured Interstate originating access minutes respectively by the total originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction.

2. For terminating access minutes, the data used by the Company to develop the projected Interstate percentages for originating access minutes will be used to develop the projected usage percentages for such terminating access minutes.

3. When the Customer has both Interstate and Intrastate Operator Services traffic, the PIU determined for the Customer's FGD service will be applied to the Customer's Operator Services charges.

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.9 Jurisdictional Report-Switched Access (cont'd)

C. Directory Assistance Service

When a Customer orders Directory Assistance Service, the Customer shall in its order, provide the PIU for terminating use in a whole number (a number of 0 through 100) for each Directory Access Service group ordered. (A method the Customer may wish to adopt could be to use its terminating traffic from its premise to the involved Directory Assistance Location and calculate the PIU as set forth in paragraph B. preceding.)

D. All Other Type of Access Service

The Customer must provide the Company with a projected PIU for all other type of access including 500, 700, 800, 888, 900, etc.

2.3.10 Determination of Jurisdiction of Mixed Use Special Access Service

When an ASR is submitted for Interstate and Intrastate Special Access Service, the Customer will provide to the Company an estimate of whether the Interstate traffic will comprise more than ten (10) percent or less than ten (10) percent of total traffic:

A. If the Customer estimates that the Interstate traffic on the service involved constitutes less than ten (10) percent of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the Company's Intrastate Access Tariff.

B. If the Customer estimates that the Interstate traffic on the service involved constitutes ten (10) percent or more of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3. 11 Jurisdictional Reports Verification

A. For Switched Access Service, if a billing dispute arises concerning the PIU, the Company will ask the Customer to provide the data the Customer uses to determine the PIU. The Customer will supply the data within thirty (30) days of the Company request.

B. The Customer shall keep records of call detail from which the PIU can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year.

C. For Special Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Company will ask the Customer to provide that data the Customer used to determine the PIU. The Customer shall supply the data within thirty (30) days of the Company request. The Customer shall keep records of system design and functions from which the percentage was determined, and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verifications of percentages.

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.12 Payment of Service Charges Imposed by Another Entity

The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer premise when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.3.13 Ordering Where More than One Company is Involved

The Company, at its option, can require a Customer to order access services that require the provisioning by more than one (1) Exchange Carrier, to directly request such provisioning directly from each Exchange Carrier.

2.3.14 Rating and Billing of Access Services Where More than One Company is Involved

All charges for services provided by each Company are billed under each Exchange Carrier's applicable Tariffs. Under a Meet Point Billing Arrangement, the Company will bill for charges for traffic carried on Company-provided facilities.

A. Each Company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service Tariff.

B. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved.

C. When rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's premise and terminating at the End User's premise, and vice versa.

Section 2 - GENERAL REGULATIONS (cont'd)

2.4 Prohibited Use

The Customer shall not use or allow the use of Company facilities or equipment installed at the Customer's premise for any purpose other than for which the Company provides it, without the prior written consent of the Company.

A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits, or used in an abusive manner. Abusive use includes:

1. The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;

2. The use of the service in such a manner as to interfere unreasonably with the use of the service by one (1) or more other Customers.

B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and commission regulations, policies, orders, and decisions.

C. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Section 2 - GENERAL REGULATIONS (cont'd)

2.5 Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, if authorized by the Company and subject to technical limitations established by the Company. Service furnished by such interconnection is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.6 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the noncompliance of the Customer.

Section 2 - GENERAL REGULATIONS (cont'd)

2.7 Payment Arrangements and Credit Allowances

2.7.1 Payment of Rates, Charges, and Deposits

A. Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this Tariff.

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to services established or disconnected during the preceding billing period. In addition, the Company shall bill in advance charges for all non-usage based services to be provided during the ensuing billing period. All usage based service will be billed in arrears.

Section 2 - GENERAL REGULATIONS (cont'd)

2.7 Payment Arrangements and Credit Allowances (cont'd)

2.7.1 Payment of Rates, Charges, and Deposits (cont'd)

B. Payment for Service

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. All such payments are due within thirty (30) days after the invoice date. Any objections to billed charges must be reported to the Company or its billing agent within ninety (90) days (commencing five (5) days after remittance of the bill) All undisputed portions of the bill must be paid by the due date to avoid late payment charges, if any.

C. Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The following regulations apply:

1. The amount of the deposit shall not exceed the actual or estimated rates and charges for the service for a two (2) month period.

2. The deposit in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills at presentation.

3. At any time, at its option, the Company may return the deposit or credit it to the Customer's account.

4. When the service to the Customer is terminated, the amount of deposit will be credited to the Customer's account and any credit balance refunded.

Section 2 - GENERAL REGULATIONS (cont'd)

2.7 Payment Arrangements and Credit Allowances (cont'd)

2.7.1 Payments of Rates, Charges, and Deposits (cont'd)

D. Taxes, Fees and Assessments

The Company reserves the right to bill any and all applicable taxes, fees and assessments in addition to normal rates and charges for services provided to the Customer. Taxes, fees and assessments include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, Gross Receipts Tax and assessments for universal service, local number portability, number administration, etc. Such taxes, fees and assessments are in addition to rates as quoted in this Tariff and will be itemized separately on Customer invoices.

2.7.2 Credit Allowance for Service Interruption

A. An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative. If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, the circuit, service or facility will be considered impaired but not interrupted.

B. A credit allowance is applied on a pro rata basis to any service interruption in excess of four hours, dependent on the duration of the interruption, against the monthly recurring charges payable by Customer under this Tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit, service or facility will receive a credit.

C. For the calculation of credit allowance, every month is considered to have thirty (30) days.

Section 2 - GENERAL REGULATIONS (cont'd)

2.8 Cancellation of Service or Application for Service

A. Cancellation of Service

The Customer may have service discontinued upon 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. If Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reasons, Customer agrees to pay to Company all costs, fees and expenses reasonably incurred in connection with special construction and with the term of service. In addition, Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value).

B. Cancellation of Application of Service

Applications for service are non-cancelable unless the Company otherwise agrees. 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 charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun. These charges will be calculated and applied on a case-by-case basis.

2.9 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of

Section 2 - GENERAL REGULATIONS (cont'd)

2.9 Refusal or Discontinuance by the Company (Cont'd)

the provisions of this Tariff, or in violation of the law without incurring any liability. The Company may render bills subsequent to the termination of service for charges incurred before termination.

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment without incurring any liability.

In addition, the Company may discontinue service without incurring any liability:

2.9.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than thirty (30) days overdue.

2.9.2 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

2.9.3 For any violation of law or any of the provisions governing the furnishing of service under this Tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.9.4 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

Section 2 - GENERAL REGULATIONS (cont'd)

2.9 Refusal or Discontinuance by the Company (Cont'd)

When Access Service is provided by more than one (1) Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Companies initiating the service denial for nonpayment.

2.10 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

If a service is disconnected by the Company in accordance with Section 2.9 preceding and later restored, restoration of service will be subject to all applicable installation charges.

2.11 Changes in Equipment and Services

Upon receipt of a written request from Customer, Company will add, delete or change locations or features of specific circuits and/or equipment. Customer shall be liable for non-recurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, Customer will be subject to Company's termination charges.

2.12 Use of Recording Devices

Customer and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

Section 2 - GENERAL REGULATIONS (cont'd)

2.12 Use of Recording Devices (Cont'd)

A. A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

B. A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

C. The requirements of paragraphs A. and B. are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

2.13 Assignment

A. Company may, without obtaining any further consent from Customer, assign any of its rights, privileges or obligations under this Tariff to any subsidiary, parent company or affiliate of Company; pursuant to any sale or transfer of substantially all the business of Company; or pursuant to any financing, merger, merger or reorganization of Company.

B. Customer may, upon prior written consent of Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this Tariff to any subsidiary, parent Company or affiliate of Customer; pursuant to any sale or transfer of substantially all the business of Customer; or pursuant to any financing, merger or reorganization of Customer. Any attempt of Customer to privileges or obligations under this Tariff without the consent of Company shall be null and void.

2.14 License. Agency or Partnership

No license, express or implied, is granted by Company to Customer by virtue of an agreement for the furnishing of service hereunder. Neither Customer nor any joint or Authorized Users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's

Section 2 - GENERAL REGULATIONS (cont'd)

2.14 License, Agency or Partnership (cont'd)
or joint user's services. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both Company and Customer.

2.15 Proprietary Information

Neither Company nor Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party.

2.16 Company's Right to Assign, Designate, or Change Telephone Number

The Company reserves the reasonable right to assign, designate, or change telephone numbers, any other call number designation associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in conduct of its business.

INTRASTATE ACCESS SERVICES

Section 3 - RATES AND CHARGES

3.1 Switched Access Service

800 Series Data Base Access Service Queries

	Rate
Per Query	
Basic	$ 0.0053
Vertical	$ 0.0059

Usage		Rates Per Access Minute	
End Office and/or Tandem Switching			
	LATA	Originating	Terminating
New Hampshire	122	.0029400	.003020

Section 3 - RATES AND CHARGES

3.2 Other Services

3.2.1 Access Ordering

A.	Access Order Charge	Charge
	Per Order	$ 136.00

B. Service Date Change Charge

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 8.3.1 (A) preceding does not apply.

Per Order	$ 53.00

C. Design Change Charge

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.

Per Order	$ 53.00

D. Miscellaneous Service Order Charge

Per Occurrence	$ 53.00

Section 3 - RATES AND CHARGES

3.2 Other Services (cont'd)

3.2.2 Miscellaneous Services

A. Additional Automatic Testing -Switched Access

To First Point of Switching	Rate
Gain Slope Test	$2.89
C-Notched Noise Test	$2.89
1004 Hz Loss	$2.89
C-Message Noise	$2.89
Balance (Return Loss)	$2.89

B. Telecommunications Service Priority (TSP)

	Monthly Charge	Non-recurring Charge
Per Service Arranged		$54.63

C. Presubscription

End User Toll Provider Change Charge		$5.00

D. Controller Arrangement $100.00

E. Unauthorized PIC Change

Residence/Business Per Telephone Exchange Service line or trunk	$35.65

Section 3 - RATES AND CHARGES

3.2 Other Services (cont'd)

3.2.3 Specialized Service or Arrangements	Rate
Specialized Service or Arrangements are provided on an individual case basis.	ICB

Section 4 - Identification and Rating of VoIP-PSTN Traffic

The following provision applies to the treatment of Relevant VoIP-PSTN Traffic (as defined below) pursuant to the Federal Communications Commission's Part 41 Interconnection Rules and in compliance with the Federal Communications Commission's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161) and Second Order on Reconsideration, adopted April 24, 2012 and released April 25, 2012. In the absence of an interconnection agreement between the Telephone Company and the customer specifying the treatment of Relevant VoIP-PSTN Traffic, the Telephone Company will bill the customer the applicable interstate switched access rates and charges (including Interstate Transport structure) specified the Company's FCC Tariff No. 1 on all jurisdictionally Intrastate voice traffic identified as Relevant VoIP-PSTN Traffic under the terms of this Tariff.

4.1 Scope

(1) "Relevant VoIP-PSTN Traffic" is defined as terminating traffic received by the Telephone Company end user from the customer that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of Relevant VoIP-PSTN Traffic to be compensated at interstate access rates as required by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"), and Second Order on Reconsideration, adopted April 24, 2012 and released April 25, 2012. Subsection (2) below establishes the method for the billing of Intrastate VoIP-PSTN Traffic terminated by a customer that is a local exchange carrier.

(2) Billing of Terminating Traffic. This subsection will be applied to the billing of Intrastate VoIP-PSTN traffic using switched access as specified in (1) above to a customer that is a carrier that: (a) terminates traffic to the Telephone Company, either directly or through a transit arrangement with another carrier, that is determined to be interexchange non-local traffic based on calling and called number or (b) terminates traffic to the Telephone Company pursuant to a negotiated agreement regarding the percentage of Intrastate VoIP-PSTN traffic when the traffic is commingled with local non-access traffic.

Section 4 - Identification and Rating of VoIP-PSTN Traffic (cont'd)

4.1 Scope (cont'd)

(3) Billing of Originating Traffic. For the period from December 29, 2011 through July 12, 2012 and for the period beginning on or after July 1, 2014, Intrastate originating non-local traffic using switched access as specified in (1) above will be included in the application of PVU factors and the rating of Relevant VoIP-PSTN traffic at the interstate rate as defined in this subsection. During the period of July 13, 2012 through June 30, 2014 all Intrastate originating non-local traffic using switched access services will be subject to Intrastate Access Rates.

4.2 Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rates as specified in the applicable provisions the Company's FCC Tariff No. 1.

4.3 Calculation and Application of Percent-VoIP-Usage Factor

The Telephone Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU received by the Telephone Company end user and the customer. The PVU will be derived and applied as follows:

(1) The customer will calculate and furnish to the Telephone Company a factor (the "PVU") representing the percentage of the total intrastate access MOU that the customer delivers to the Telephone Company in the State, that is sent to the Telephone Company and that originated in IP format. The customer's PVU shall be based on information such as the number of the customer's retail VoIP subscriptions in the State (e.g., as reported on F.C.C. Form 477), traffic studies, actual call details, or other relevant and verifiable information which will be provided to the Telephone Company upon request.

Section 4 - Identification and Rating of VoIP-PSTN Traffic (cont'd)

4.3 Calculation and Application of Percent-VoIP-Usage Factor (cont'd)

(2) The customer shall not modify its reported PIU factor to account for Relevant VoIP-PSTN Traffic.

(3) The customer shall retain the call detail, work papers, and information used to develop the PVU factor(s) for a minimum of one year.

(4) The Telephone Company will apply the PVU factor to the total terminating intrastate access MOU received from the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

(5) If the customer does not furnish the Telephone Company with a PVU pursuant to the preceding paragraph 1, the Telephone Company will utilize a PVU equal to zero.

4.4 Initial PVU Factor

(1) If the PVU factor is not available and/or cannot be implemented in the Telephone Company's billing systems by January 1, 2012, once the factor is available and can be implemented, the Telephone Company will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. This retroactive adjustment will be made to January 1, 2012, provided that the customer provides the factor to the Telephone Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to zero, as specified in subsection (C)(5), above.

(2) The Telephone Company may choose to provide credits based on the reported PVU factor on a Quarterly basis until such time as a billing system modification can be implemented

Section 4 - Identification and Rating of VoIP-PSTN Traffic (cont'd)

4.5 PVU Factor Updates

The customer may update the PVU factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU factor. No prorating or back billing will be done based on an updated PVU factor.

4.6 PVU Factor Verification

(1) Not more than four times in any year, the Telephone Company may request from the customer an overview of the process used to determine the PVU factor, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the customer's PVU factor furnished to the Company in order to validate the PVU factor supplied. The customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Telephone Company's request.

(2) The Telephone Company may dispute the Customer's PVU factor based upon:

(i) A review of the requested data and information provided by the customer;

(ii) The Telephone Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data;

(iii) A change in the reported PVU factor by more than five percentage points from the preceding quarter.

Section 4 - Identification and Rating of VoIP-PSTN Traffic (cont'd)

4.6 PVU Factor Verification (cont'd)

(3) If after review of the data and information, the customer and the Telephone Company establish a revised PVU factor, the Telephone Company will begin using the revised PVU factor with the next bill period.

(4) If the dispute is unresolved, the Telephone Company may initiate an audit. The Telephone Company shall limit audits of the customer's PVU factor to no more than twice per year. The customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the customer.

(i) In the event that the customer fails to provide adequate records to enable the Telephone Company or an independent auditor to conduct an audit verifying the customer's PVU factor, the Telephone Company will bill the usage for all contested periods using the most recent undisputed PVU factor reported by the customer. This PVU factor will remain in effect until the audit can be completed.

(ii) During the audit, the most recent undisputed PVU factors from the previous reporting period will be used by the Telephone Company.

(iii) The Telephone Company will adjust the customer's PVU factor based on the results of the audit and implement the revised PVU factor in the next billing period or quarterly report date, whichever is first. The revised PVU factor will apply for the next two quarters before new factors can be submitted by the customer.

(iv) If the audit supports the customer's PVU factors, the usage for the contested periods will be adjusted to reflect the customer's audited PVU factors.