
ACCESS COMMUNICATIONS SERVICES

Specialized Common Carrier Service

Regulations and Rates

of

MONMOUTH TELEPHONE & TELEGRAPH, INC.

This includes the charges, terms, and conditions of service for the provision of interstate communications services by Monmouth Telephone & Telegraph, Inc. between locations in the United States.

This applies to switched access communications services provided as specified herein.

ISSUED: May 24, 2012

EFFECTIVE: June 1, 2012

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ACCESS COMMUNICATIONS SERVICES

CHECK SHEET

All pages of this tariff listed below are effective as of the date shown.

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ACCESS COMMUNICATIONS SERVICES

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ACCESS COMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

(C)	To signify changed listing, rule, or condition, which may affect rates or charges.
(D)	To signify discontinued material, including listing, rate, rule, or condition.
(I)	To signify an increase.
(M)	To signify material relocated from or to another part of schedule with no change in text, rate, rule or condition.
(N)	To signify new material including listing, rate, rule or condition.
(R)	To signify reduction.
(S)	To signify reissued regulations.
(T)	To signify change in wording of text but not change in rate, rule, or condition.

ABBREVIATIONS

ASR	Access Service Request
B8ZS	Bipolar with 8-Zero Substitution; a line coding technique which permits DSO and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
CIC Code	Carrier Identification Code
CMRS	Commercial Mobile Radio Service
DCS	Digital Cross Connect System.
DSO	Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, *cont'd.*

ABBREVIATIONS, *cont'd.*

DS1	Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DSO services.
DS3	Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
Gbps	Gigabits per second; billions of bits per second.
ICB	Individual Case Basis.
Kbps	Kilobits per second; 1000s of bits per second.
LATA	Local Access and Transport Area. A geographic area established by the US District Court for the Districts of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, *cont'd.*

ABBREVIATIONS *cont'd.*

LEC	Local Exchange Company.
Mbps	Megabits per second; millions of bits per second.
N/A	Not Available.
OC-12	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
OC-3	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
PIU	Percentage of Interstate Usage.
POP	Point of Presence.
Monmouth	Monmouth Telephone & Telegraph, Inc. (the Issuing Carrier).

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ACCESS COMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXX, 950-XXX, or 950-1XXX.

Access Minutes - Denotes that usage of exchange facilities in interstate service for the purpose of calculating chargeable usage.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Bit - The smallest unit of information in a binary system of notation.

Bits Per Second (bps) - The number of bits transmitted in a one second interval.

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SECTION 1 - DEFINITIONS, *cont'd.*

Call - A Customer attempt for which the complete address code is provided to the service end office.

Central Office - A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

City - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

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SECTION 1 - DEFINITIONS, *cont'd.*

Collocation - Carrier facilities and/or equipment located in LEC central offices.

Commission - Federal Communications Commission.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Company - The issuing carrier of this tariff.

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this document and is responsible for the payment of charges.

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

Customer Designated Premises - The premises specified by the Customer for termination of Access Services.

Customer Point of Presence - The physical location associated with the Customer's communication system.

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

Dual Tone Multifrequency (DTMF) - tone signaling, also known as touch tone signaling.

End Office Switch - A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

ACCESS COMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS, *cont'd.*

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making telecommunication service available to others, directly or indirectly.

Entry Switch - First point of switching.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

ACCESS COMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS, *cont'd.*

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

First Point of Switching - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

Interexchange Carrier (IC) - Any individual, partnership, association, corporation or other entity engaged in interstate communication for hire by wire or radio between two or more exchanges.

Hertz - A unit of frequency equal to one cycle per second.

Holiday - New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

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SECTION 1 - DEFINITIONS, *cont'd.*

Intrastate Communications - Any communications which originate and terminate within the same state.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area - A geographical area, as defined in the Company's local or general exchange service in which an end user may complete a call without incurring toll usage charges.

Message - A Message is a Call as defined above.

N/A - Not Available.

Off-Hook - The active condition of Switched Access Service or a telephone exchange line.

On-Hook - The idle condition of Switched Access Service or a telephone exchange line.

On-Net - Customer and End User locations served directly by the Company's network facilities.

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SECTION 1 - DEFINITIONS, *cont'd.*

Off-Net - One or more Customer or End User locations not served directly by the Company's network facilities.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

Percent of VoIP Usage (PVU): The percentage of access minutes of use originated or terminating in Internet protocol format between Company and Customer, as calculated herein.

Point of Presence - The physical location of an interexchange carrier's facilities.

Point of Termination - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

Special Access - See Dedicated Access.

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

Terminal Equipment - Customer provided telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

ACCESS COMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS, *cont'd.*

Terminating Direction - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

Monmouth Telephone & Telegraph, Inc. - The name "Monmouth" is used to refer individually to any single issuing carrier of this tariff and collectively to all issuing carriers of this tariff.

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

United States - The contiguous United States, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and its other territories.

VoIP-PSTN Traffic: Traffic exchanged between the Company and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format.

Wire Center - A physical location in which one or more central offices, used for the provision of exchange services, are located.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS

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ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.1 Undertaking of the Company

The Company's service is furnished to Customers for communications purposes. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Limitation On Service

2.2.1 Service is offered subject to the availability of the necessary facilities and may be limited from time to time for reasons beyond the control of the Company.

2.2.2 The Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the network.

2.2.3 The Company may discontinue or limit service, or impose requirements as required to meet changing regulatory requirements or when such requirements have a material, adverse effect on providing service, as determined by the Company in its reasonable judgment.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.3 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer must not 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 the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.4 [Reserved for Future Use]

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SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.5 Use of Service

2.5.1 Service may be used for any lawful purpose by the Customer or by any End User.

2.5.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.5.3 [Reserved for future use.]

2.5.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.5.5 The Company's equipment, channels and lines must be carefully used. The Customer is responsible for any loss of, or damage to, the system equipment arising out of the negligent or willful act or omission of the Customer or its agents, employees, authorized users, or independent contractors.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.6 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.6.1 Cancellation by the Customer

Cancellation or termination for service interruption for services that the customer does not otherwise have a right to terminate is permitted only if any circuit experiences a single continuous outage of over 72 hours. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits and is subject to agreement between the Customer and the Company. If a Customer cancels a Service Order or terminates services before the completion of the term of the service contract for any reason whatsoever other than a service interruption (as defined herein), the Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the time the Company has a clear indication that the customer is preparing to discontinue service with the Company.

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

- 2.6.1.1 all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- 2.6.1.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus;
- 2.6.1.3 all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 2.6.1.4 minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.6 Discontinuance and Restoration of Service, *cont'd.*

2.6.2 Cancellation by the Company

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 15 days overdue.

For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges and may be assessed a returned check charge.

For any violation of law or of 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.

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.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.6 Discontinuance and Restoration of Service, *cont'd.*

2.6.3 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 and Customer pays a deposit and or restoration fee calculated on an ICB at the Company's discretion. Nonrecurring charges apply to restored services.

Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.6.4 [Reserved for Future Use]

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.7 Cancellation or Modification of Application for Service

Where the Customer or applicant cancels an application for service prior to receipt of the final order confirmation (FOC), a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges. If the service date is expedited, additional charges to advance the installation will be charged to the Customer.

Where installation of service has been started (after FOC an early termination fee per contract applies. If the due date is changed by the Customer after the installation has started, additional charges could be applicable for rescheduling the installation at a later time.

If the Customer requests the Company to re-engineer any services after the exclusion of an application for service, the Customer will be liable for a re-engineering fee.

2.8 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.9 Termination Liability under Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. Discontinuance charges apply to early termination of Term Agreements. In the event that the Customer terminates a Term Agreement prior to the end of the term, the Customer's liability is 100% of the monthly recurring charges for the remaining term of the agreement. The Company reserves the right to impose termination charges at a higher rate as stated in a service contract if the Company incurs unusually high capital costs to provide or remove service from a Customer's location.

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SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.10 Billing and Payments

2.10.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper summary format, 2) paper detail format (monthly charges apply), 3) invoice-on-line at Monmouth.com, or in the case of carrier access compensation (CABS) 4) attached to an email.. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period in 2.8 will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of bill.

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SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.10 Billing and Payments, *cont'd.*

2.10.2 All bills for service provided to the Customer by the Company are due by the payment due date defined as not later than the earlier of the 20th day of the billing month or 15 days from the date of transmission of the email to which the invoice is attached or postmark on the envelope in which their bill was delivered and are payable in immediately available funds.

If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

If any portion of the payment is received by the Company after the payment due date, as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

2.10.3 Returned Item Charge

The Customer will be assessed a charge of fifty dollars (\$50.00) or the maximum permitted by law for each check, or other form of payment, submitted by the Customer to the Company which a financial institution refuses to honor. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

If a Customer who has received a notice of discontinuance pays its bill with a check that is subsequently dishonored, the account status shall remain unpaid and the Company is not required to issue any additional notice before disconnecting service.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.11 Claims and Disputes

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all the Customer's claims for the billing period(s) for which the adjustment or refund was issued.

2.11.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

2.11.2 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

2.11.3 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in Section 2.10.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.12 Payment of Deposits

- 2.12.1** The Company may require a deposit from Customers to protect against uncollectable amounts. Payment of a deposit by the Customer does not relieve the Customer of the responsibility to make timely payments on the account with the Company. No such deposit will be required of a Customer having established credit and no history of late payments to the Company. A deposit may be required in addition to an advance payment.
- 2.12.2** The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills
- 2.12.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance remaining will be refunded. After the Customer has established a one-year prompt payment record, the deposit may be refunded or credited to the Customer account prior to the termination of service to the Customer upon Customer request.
- 2.12.4** A cash deposit, for the period the deposit is held by the Company, will accrue simple annual interest for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- 2.12.5** If the amount of a deposit proves to be less than the Customer's average service charges for a two-month period, the Customer shall be required to pay an additional deposit upon request.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.13 Inspection, Testing and Adjustment

- 2.13.1** 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 departure from any of these terms and conditions.
- 2.13.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.14 Interconnection

- 2.14.1** Service furnished by the Company 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.
- 2.14.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this and the other common carriers.
- 2.14.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.15 Liability of the Company

- 2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof 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. 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.
- 2.15.3** When the services or facilities of other companies are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees. This includes the provision of a signaling system database by another company.
- 2.15.4** The Company shall not be liable for any 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, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.15 Liability of the Company, *cont'd.*

2.15.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or customers, or by facilities or equipment provided by the Customer. The Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits or other action or liability whatsoever, from any claims for loss or damages involving:

2.15.5.1 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;

2.15.5.2 Any unlawful or unauthorized use of the Company's facilities and services;

2.15.5.3 Any unauthorized access to the Customer's transmission facilities or the Customer's owned premise equipment, or for unauthorized access to or alteration, theft or destruction of Customer's data files, programs or information through accident, fraudulent means or devices, or any other method, even should such access occur as a result of the Company's negligence. The Company shall not be in any way responsible for claims or damages caused by the Customer, through fault, negligence or failure to perform customer's responsibilities;

2.15.5.4 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;

2.15.5.5 Breach in the privacy or security of communications transmitted over the Company's facilities;

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.16 Liability of the Customer

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

- 2.16.1** 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; and
- 2.16.2** Claims for infringement of patents arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.16.3** All claims of any kind by the Customer's End User's; and
- 2.16.4** 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, or the Customer's agents, End Users or customers, in connection with any service or facilities or equipment provided by the Company.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.17 Taxes, Surcharges and Fees

The Company reserves the right to bill any and all applicable taxes, surcharges and fees, including, but not limited to: Federal Excise Tax; State Sales Tax; Municipal Taxes; Gross Receipts Tax; and any taxes, surcharges, fees, charges or other payments, contractual or otherwise for the use of public streets or rights-of-way, whether designated as franchise fees or otherwise. Such taxes or fees will be set forth on the Customer's invoice or billing detail.

2.17.1 Universal Service Fund Charge

The Universal Service Fund (USF) charge provides a mechanism to pass through fees assessed upon the Company to support affordable local telephone service for all Customers and provides a discount to schools, libraries and low-income families.

The USF charge will be assessed upon Customers who order services from this tariff. The USF charge will be determined by multiplying the applicable USF Surcharge factor by the end user Customer's monthly billing account level interstate and international charges for these services.

The USF charge, as shown in this section of the tariff, shall be assessed to Customers that are billed end user common line charges.

2.18 Local Charges

In certain instances, the Customer may be subject to local exchange company charges or message unit charges to access the Company's network or to terminate interstate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.19 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service

- 2.19.1** When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For Jurisdictional reports required for Switched Access, see Section 3 of this tariff.
- 2.19.2** If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the Company's applicable state tariff(s).
- 2.19.3** If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- 2.19.4** If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Applicable nonrecurring charges will apply to jurisdictional changes. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable termination liability will be transferred with the jurisdictional change of the service.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.20 Obligations of the Customer

2.20.1 Damages.

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.20.2 Ownership of Facilities.

Other than the facilities, equipment or devices provided by the Customer, the Company will provide, install, maintain, operate and control any equipment, cable or facilities associated with or connected to the Network ("System Equipment"). Unless otherwise provided, the Company is responsible for the cost of purchasing, and installing all system equipment and such system equipment is and remains the property of the Company. The Company may remove or replace its system equipment at any time.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.20 Obligations of the Customer, *cont'd.*

2.20.3 Equipment Space and Power.

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.20.4 Testing

Facilities, equipment or devices provided by the Company to the Customer pursuant to the terms of this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.20 Obligations of the Customer, *cont'd.*

2.20.5 Design of Customer Services.

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

If a Customer requests the Company to perform engineering or design services with respect to Customer's equipment, the Customer will be liable for engineering fees at the current loaded hourly rate.

2.20.6 Network Contingency Coordination.

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters affecting telecommunications service.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.21 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, and which are not due to third-party actions beyond the Company's control, or "Force Majeure" events will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.21 Allowances for Interruptions in Service, *cont'd.*

2.21.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. Credits for interruptions in service that is provided and billed on a flat rate or recurring charge -basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. A credit allowance will be given, upon request of the Customer to the business office, for interruptions of 24 hours or more. Credit allowances will be calculated as follows:
 - 1. if interruption continues for between 24 and 72 hours:

Interruptions of 24 hours or more but less than 72 hours will be credited 1/6 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full days' credit will be allowed for any period of 24 hours.
 - 2. if interruption continues for more than 72 hours:

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Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.22 Use of Company Name, Logo, and Service Mark

A Customer may not use the Company's name, logo, or service mark in connection with a Customer's marketing of services to end users, even where those services include services supplied by the Company.

ACCESS COMMUNICATIONS SERVICES

SECTION 2 - TERMS AND CONDITIONS, *cont'd.*

2.23 Trouble Reporting

If the Customer encounters a problem with any service after the actual completion date, the Customer must obtain a trouble ticket by contacting the Company.

- 2.23.1 Maintenance and or premises visit charges apply when the Company dispatches personnel, third party vendors or other communication carriers to the Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities. The charges will be applicable on an ICB.
- 2.23.2 Maintenance and or trouble charges apply when the Customer reports trouble and no dispatch is required and the trouble is found to be caused by the Customer's facilities. The charges will be applicable on an ICB.
- 2.23.3 The Company will pass on any outside vendor or other communication carrier charges incurred due to Maintenance and or Premises Visit to the Customer.
- 2.23.4 Maintenance and or Premises Visit Charges, previously charged to the Customer, will be credited to the Customer's account if it is found, at a later date, that the trouble was at the Company's facilities.

ACCESS COMMUNICATIONS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE

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ACCESS COMMUNICATIONS SERVICES

SECTION 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 electrical 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, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises in the LATA where it is provided.

Switched Access Service is also available to pass calls between a Customer's premises and the premises of another carrier, including a CMRS provider.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

ACCESS COMMUNICATIONS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.2 Rate Categories

3.2.1 End Office Local Switching

End office Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

- A. Common Switching that provides the local end office switching functions and optional features.
- B. Transport Termination that provides for the trunk side arrangements that terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

End Office Local Switching charges apply when the Company originates or terminates Customer calls to end users.

ACCESS COMMUNICATIONS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.2 Rate Categories, *cont'd.*

3.2.2 800 Data Base Query Service

800 Data Base Query Service is a service offering utilizing originating trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company utilizes an independent interexchange carrier to perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

ACCESS COMMUNICATIONS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.2 Rate Categories, *cont'd.*

3.2.3 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the end user end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

3.2.4 Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

3.2.5 Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

ACCESS COMMUNICATIONS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.2 Rate Categories, *cont'd.*

3.2.6 [Reserved for Future Use]

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.2 Rate Categories, *cont'd.*

[Reserved for Future Use] *cont'd.*

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.2 Rate Categories, *cont'd.*

3.2.7 Tandem Switching

Tandem Switching is a per minute rate associated with "switching" and/or routing the call through the Monmouth switch providing tandem functionality from the "incoming" trunk group to the "outgoing" trunk group.

Tandem Switching charges apply when the Company passes a call between the Customer and another carrier, including a CMRS provider.

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.2 Rate Categories, *cont'd.*

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3.2 Rate Categories, *cont'd.*

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ACCESS COMMUNICATIONS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.3 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

ACCESS COMMUNICATIONS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.2 Rate Categories, *cont'd.*

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.3 Obligations of the Company

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format.

This data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. This data does not include service performance data which is provided under other sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on the previously agreed to intervals.

A. Jurisdictional Reports.

For Switched Access services, except as otherwise provided herein, the Company will use NPA-NXX codes (including calling party number and called party number) when billing for switched access services provided by the Company to the Customer. With respect to 8XX traffic originating on the Company's network, the Company will accept percent of interstate usage factors from the Customer serving the 8XX end user customer. If no such factor is provided Monmouth will utilize default factors representative of actual interstate and intrastate usage on its network.

B. Reserved for future use.

3.3.5 Identification and Rating of VoIP-PSTN Traffic

This section governs the identification of VoIP-PSTN Traffic that will be compensated at rates equivalent to applicable interstate access rates, unless the parties have agreed otherwise in a separate agreement, pursuant to the Federal

ACCESS COMMUNICATIONS SERVICES

Communications Commission's Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov.18, 2011). Specifically, this section establishes the method of identifying such traffic, defined herein as "VoIP-PSTN Traffic," separate and distinct from any of the Customer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with FCC Order No. 11-161.

The VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to applicable tariffed interstate switched access rates, unless the parties have agreed otherwise in a separate agreement.

This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for relevant VoIP-PSTN Traffic in accordance with FCC Order No. 11-161.

3.3.5.A Percent of VoIP Usage (PVU) Factor: The Company will determine the number of relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied pursuant to subsection 3.3.13, above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (determined in accordance with the provisions of this tariff) exchanged between the Company and the Customer. The PVU factor will be derived and applied as follows:

3.3.5.A.1 The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate and interstate access (non-local) MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

3.3.5.A.2 The Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total intrastate and interstate access (non-local) MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information as determined by the Company.

ACCESS COMMUNICATIONS SERVICES

3.3.5.A.3 The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

3.3.5.A.4 The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The effective PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. The Company will bill 46% of the Customer's intrastate access MOU at rates equivalent to those in the Company's applicable interstate switched access tariff.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The effective PVU factor is $0\% + (100\% \times 10\%) = 10\%$. The Company will bill 10% of the Customer's intrastate access MOU at rates equivalent to those in the Company's applicable interstate switched access tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU at rates equivalent to those in the Company's applicable interstate switched access tariff.

3.3.5.A.5 If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 3.3.5.A, the Company will utilize an effective PVU equal to the PVU-B.

3.3.5.B Initial PVU Factor: If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factor is available and can be implemented the Company will adjust the Customer's bills to reflect the PVU retroactively to January 1, 2012. In calculating the initial PVU, the Company will take the Customer-specified PVU-A into account retroactively to January 1, 2012, provided that the Customer provides the factor to the Company no later than April 15, 2012;

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otherwise, it will set the initial PVU equal to the PVU-B, as specified above.

3.3.5.C PVU Factor Updates: The Customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection 3.3.5.A, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

3.3.5.D PVU Factor Verification: Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors.

The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year. The Customer shall make such records available to Company, upon request, as reasonably necessary for purposes of verification of the factors.

The Company reserves the right to conduct an audit, internally or with an external firm, at any time. The Customer, at its own expense, has the right to retain an independent auditing firm. In the event that an audit reveals that any Customer reported factors are incorrect, the Company shall apply the audit results to all usage affected by the audit. The Customer shall be back-billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 12 months (and at no time prior to December 29, 2011). Back-billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds by the due date printed on the invoice. Should an audit reveal that the misreported factors resulted in an underpayment of usage charges to the Company of five percent or more of the total usage charges, the Customer shall reimburse the Company for the cost of the audit. Proof of the cost shall be bills, in reasonable detail, submitted to the Company by the auditor, and such other costs borne by the Company which are reasonably attributed to the completion of the audit. Within 15 days of completion of the auditor's

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report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

If a billing dispute arises or a regulatory commission questions any of the factors, the Customer will provide all underlying data supporting its PVU to Company. The Customer will supply the data within 30 days of the Company's request.

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.4 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company when applicable.

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Company will use NPA-NXX codes (including calling party number and called party number) when billing for switched access services provided by the Company. If the Company is unable to bill the Customer based on these parameters then charges will be apportioned in accordance with the PIU factor provided by the Customer. If the Customer does not provide a PIU factor, the Company will allocate traffic equally (50% each) between interstate and intrastate. With respect to 8XX traffic originating on the Company's network, the Company will accept percent of interstate usage factors from the Customer serving the 8XX end user customer. If no such factor is provided Monmouth will utilize default factors representative of actual interstate and intrastate usage on its network.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company's option to ensure acceptable service levels.

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.4 Obligations of the Customer *cont'd.*

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. This data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.5 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Nonrecurring Charges

Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.5 Rate Regulations

3.5.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.3 [Reserved for future use.]

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.6 Rates and Charges.

3.6.1 Switching

The actual applicable rate applied varies depending on the locality.

Verizon Territory	\$0.0024060
CenturyLink (former Embarq) Territory	\$0.0038920

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.6 Rates and Charges, *cont'd.*

3.6.1 Common Trunk Port

Verizon Territory	\$.001688
CenturyLink (former Embarq) Territory	\$0.0004900

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.6 Rates and Charges, *cont'd.*

3.6.2 800 Data Base Access Service

The actual applicable rate applied varies depending on the locality.

Per Query Rate

\$0.00

ACCESS COMMUNICATIONS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.6 Rates and Charges, *cont'd.*

3.6.2 800 Data Base Access Service, *cont'd.*

<u>Per Query Rate</u>
\$0.00

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.6 Rates and Charges, *cont'd.*

3.6.3 Transport

Transport Termination

Verizon Territory	\$0.00
CenturyLink (former Embarq) Territory	\$0.0004490

ACCESS COMMUNICATIONS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.6 Rates and Charges, *cont'd.*

3.6.3 Transport, *cont'd.*

Transport Mileage

Verizon Territory	\$0.0000020
CenturyLink (former Embarq) Territory	\$0.0000220

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.6 Rates and Charges, *cont'd.*

3.6.4 Tandem Switching

<u>Per Minute Rate</u>	
<u>Originating</u>	<u>Terminating</u>
\$0.00	\$0.00

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.6 Rates and Charges, *cont'd.*

3.6.4 Tandem Switching, *cont'd.*

Per Minute Rate	
<u>Originating</u>	<u>Terminating</u>
\$0.00	\$0.00

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

3.6 Rates and Charges, *cont'd.*

3.6.5 [Reserved for future use.]

ACCESS COMMUNICATIONS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

[This Page is Reserved for Future Use]

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SECTION 3 - SWITCHED ACCESS SERVICE, *cont'd.*

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SECTION 4 - PROMOTIONS

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ACCESS COMMUNICATIONS SERVICES

SECTION 4 - PROMOTIONS, *cont'd.*

4.1 General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

4.2 Demonstration of Service

From time to time, the Company shall demonstrate service by providing free channels for a period of time, not to exceed one month.

ACCESS COMMUNICATIONS SERVICES

SECTION 5 - CUSTOMER SPECIFIC CONTRACTS

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ACCESS COMMUNICATIONS SERVICES

SECTION 5 - CUSTOMER SPECIFIC CONTRACTS, *cont'd.*

5.1 General

The Company may provide any of the services offered under this Access Service Document, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Access Service Document do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under this Access Service Document are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contracts in this section are available to any similarly situated Customer that places an order within 90 days of its effective date.

ACCESS COMMUNICATIONS SERVICES

SECTION 6 - TELECOMMUNICATION SERVICES PRIORITY

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ACCESS COMMUNICATIONS SERVICES

SECTION 6 - TELECOMMUNICATIONS SERVICES PRIORITY, *cont'd.*

6.1 General

Telecommunications Services Priority (TSP) is a priority restoration and provisioning service offered to Customers whose telecommunications needs meet national Security Emergency Preparedness (NS/EP) specifications as determined by the TSP Program Office. TSP services fall into two categories, Emergency and Essential. Emergency Services are newly ordered services so critical as to require provisioning at the earliest possible time, without regard to the service users' cost. Essential Services are all other NS/EP services assigned restoration and/or provisioning priorities within the TSP system.

ACCESS COMMUNICATIONS SERVICES

SECTION 6 - TELECOMMUNICATIONS SERVICES PRIORITY, *cont'd.*

6.2 Ordering

In order to qualify for TSP services, the Customer must obtain a certificate from the TSP Program Office specifying the circuits and their level of restoration and provisioning priority. Customers can request assignment to the TSP System through the following agencies:

<u>Customer</u>	<u>Contact</u>
Federal Agencies	TSP Program Office
State/Local Governments	Federal Emergency Management Agency
Foreign Governments	Departments of State or Defense
Private Industry	Through Federal Agency which has a contractual relationship involving an NS/EP function

TSP service is applicable to services which include local exchange service, private line service, switched access service and dedicated access service. The TSP Program Office makes the priority level assignments and issues the TSP authorization code reflecting the priority assignment associated with a request.

The Customer provides the TSP authorization code, in addition to all the other details necessary to complete the order to the Company to obtain TSP System Service.

ACCESS COMMUNICATIONS SERVICES

SECTION 6 - TELECOMMUNICATIONS SERVICES PRIORITY, *cont'd.*

6.3 Provisioning Priority

If the Customer requires service within a shorter time interval than the Company can provide, and the requested service qualifies for NS/EP, the Customer may elect to invoke NS/EP treatment and obtain the appropriate provisioning priority assignment from the TSP Program Office.

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SECTION 6 - TELECOMMUNICATIONS SERVICES PRIORITY, *cont'd.*

6.4 Restoration Priority

A TSP authorization code for restoration priority classifies the service as being among the nation's most important NS/EP telecommunications services. The Company will restore these services before services without restoration priority assignments in the order of priority assignments.

When the Company recognizes a TSP as being out of service, unusable, or receives a trouble report, available resources will be dispatched to restore the service as quickly as practicable. A priority value of 1, 2, or 3 requires dispatch outside normal business hours if necessary to restore the service. A priority value of 4 or 5 only requires dispatch outside of normal business hours if the next business day is more than 24 hours away. If the value "0" has been assigned, then no restoration priority is applicable to this service.

ACCESS COMMUNICATIONS SERVICES

SECTION 6 - TELECOMMUNICATIONS SERVICES PRIORITY, *cont'd.*

6.5 Obligations of the Customer

- 6.5.1** In all instances, the Customer is responsible for obtaining the appropriate TSP authorization code and providing that code to the telephone company.
- 6.5.2** Only the Customer or its authorized agent as indicated in a letter of agency on file with the Company is allowed to order TSP System service.
- 6.5.3** All points of a multipoint service configuration must have the same restoration priority assignment and must satisfy the requirement of that assignment.
- 6.5.4** In obtaining TSP System service, the Customer consents to the release of certain information by the Company to the federal government in order to maintain and administer the TSP System. Such information includes: the Customer's name, telephone number and mailing address, the TSP authorization code and the circuit or service identification number associated with the NS/EP service.
- 6.5.5** The Company will attempt to notify the Customer of expected charges. The Customer when invoking NS/EP treatment, recognizes that quoting charges and obtaining permission beforehand may not be practicable and may cause unnecessary delays and, as a result, grants the Company the right to quote and bill charges after provisioning the service.

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SECTION 6 - TELECOMMUNICATIONS SERVICES PRIORITY, *cont'd.*

6.5 **Obligations of the Customer, *cont'd.***

- 6.5.6** During certain emergencies, the Customer may request TSP assignments verbally and the Company will accept such verbal notification. The Customer must submit a written order to the Company within two working days following the verbal request. If the written order is not received within two working days, all applicable rates and charges accumulated to date to provision TSP System service become immediately due and payable and the requested TSP priority is revoked.
- 6.5.7** The Customer must request and justify revalidation of all priority level assignments at least every three years.
- 6.5.8** Additionally, the NCS Manual 3-1-1, "Telecommunications Service Priority (TSP) System for National Security Preparedness (NSEP) Service User Manual," prescribes specific conditions which warrant NS/EP treatment and related procedure.

ACCESS COMMUNICATIONS SERVICES

SECTION 6 - TELECOMMUNICATIONS SERVICES PRIORITY, *cont'd.*

6.6 Obligations of the Company

6.6.1 The Company will allocate resources to ensure the best efforts to provide NS/EP services by the time required.

6.6.2 The Company will work TSP System services in the order of their priority level assignments. The priority sequence is as follows:

Restore NS/EP services assigned restoration priority 1

Provision Emergency NS/EP services

Restore NS/EP services assigned restoration priority 2,3,4 or 5

Provision NS/EP service assigned provisioning priority 1,2,3,4 or 5

6.6.3 The Company will work cooperatively with other providers of NS/EP services ensure end to end service even if only a portion of the service is provided by the Company.

6.6.4 TSP service will be provided in accordance with the guidelines set forth in NCS manual 3-1-2, "Telecommunications Service Priority (TSP) System for National Security Preparedness (NSEP) Service Vendor Handbook."

ACCESS COMMUNICATIONS SERVICES

SECTION 6 - TELECOMMUNICATIONS SERVICES PRIORITY, *cont'd.*

6.7 Pricing

Four rate elements apply to TSP pricing:

Priority Installation Nonrecurring Charge applies in addition to other normal charges for the expedited installation of a TSP Circuit.

Per Circuit	ICB
-------------	-----

Priority Restoration Nonrecurring Level Implementation Charge B applies when a circuit is first given a TSP restoration level.

Per Circuit	ICB
-------------	-----

Priority Restoration Monthly Maintenance Charge B applies to TSP circuits.

Per Circuit, per month	ICB
------------------------	-----

Priority Restoration Nonrecurring Level Change Charge B applies when a restoration level is modified on a TSP circuit.

Per Change Per Circuit	ICB
------------------------	-----

ACCESS COMMUNICATIONS SERVICES

SECTION 7 - FEDERAL SUBSCRIBER LINE CHARGE

7.1 General

The Federal Subscriber Line Charge is a monthly recurring charge and applies to certain services offered pursuant to the Company's Local Exchange Service tariffs on file in each state in which the Company does business or in the Company's posted price lists. Rates are subject to change. Further information regarding the Federal Subscriber Line Charge is available on the Federal Communications Commission's website at www.fcc.gov.

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SECTION 8 – CARRIER IDENTIFICATION CODE OPENING CHARGE

8.1 General

A Customer may request the opening of its Carrier Identification Code (CIC) on the Company's switches to allow the Company's end users to select the Customer as their interLATA, intraLATA, interstate and / or international service provider. A charge is applicable for each switch in which the CIC is opened.

8.2 Rates and Charges

CIC / ASR Charge Per Switch	\$50.00
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