

**Enhanced Communications of Northern New England Inc.**

**d/b/a FairPoint Long Distance**

**d/b/a FairPoint Long Distance – NNE**

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521 East Morehead Street, Suite 250

Charlotte, NC 28202

F.C.C. Tariff No. 1

Original Title Page

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF

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Specialized Common Carrier Service

Regulations and Rates

of

ENHANCED COMMUNICATIONS OF NORTHERN NEW ENGLAND INC.

D/B/A

FAIRPOINT LONG DISTANCE

D/B/A

FAIRPOINT LONG DISTANCE - NNE

This tariff includes the rates, charges, terms and conditions of service for the provision of interstate communications services by Enhanced Communications of Northern New England Inc. d/b/a FairPoint Long Distance d/b/a FairPoint Long Distance - NNE between certain locations in the United States. This tariff includes rates applicable to casual calling, default plans for the first 45 days of service when the new Customer has not been involved in a consultative sale with a Company representative, and the informational tariff requirements for operator services.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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Issued: July 23, 2009

Transmittal No. 6

Effective: July 24, 2009

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Issued: December 1, 2015

Transmittal No. 14

Effective: January 1, 2016

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**CHECK SHEET**

The title page and pages of this tariff as listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| <b>PAGE</b> | <b>REVISION</b> |   | <b>PAGE</b> | <b>REVISION</b> |   | <b>PAGE</b> | <b>REVISION</b> |
|-------------|-----------------|---|-------------|-----------------|---|-------------|-----------------|
| Title       | Original        |   | 18          | Original        |   | 35          | Original        |
| 1           | Original        |   | 19          | Original        |   | 36          | Original        |
| 2           | First           |   | 20          | Original        |   | 37          | Original        |
| 3           | Twelfth         | * | 21          | Sixth           | * | 38          | Original        |
| 4           | Original        |   | 22          | Original        |   | 39          | First           |
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Effective: April 1, 2008

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**CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS**

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

Issued: March 31, 2008

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Effective: April 1, 2008

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

**SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed regulation.
- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or change.
- (S) - To signify a reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.
- (Z) - To signify a correction.

**ABBREVIATIONS**

- ISDN - Integrated Services Digital Network
- LEC - Local Exchange Company
- LDMTS - Long Distance Message Telecommunications Service
- PBX - Private Branch Exchange

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

**Access Line** - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier or service provider.

**Access Local Loop** - A dedicated line and related facilities that connect the Customer location to the Company's Point of Presence (POP). Access Local Loop facilities are attached at both ends of an end-to-end circuit.

**Account** - The service(s) and telephone numbers of a Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service or telephone number and/or telephone numbers billed to the same Customer address. An Account may include multiple locations for the same Customer.

**Account Code** - A numerical code, assigned to the Customer, to enable the Company to complete calls as authorized by the Customer. Multiple Account Codes may be assigned to the Customer.

**Aggregator** - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided and to identify the Customer for billing purposes. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code. An example of an Authorization Code is a calling card or travel card account number and personal identification number.

**Business Customer** - For the purpose of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

**Busy Line Verification Call** - An operator-assisted call in which Customer requests operator assistance to determine whether or not there is an ongoing conversation at the called number.



Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)**

**Calling Card Call** - An operator-assisted or automated call in which Customer places an interstate call and requests that the charges for the call be billed to an authorization code rather than to the originating or terminating telephone number.

**Carrier Identification Code (CIC)** - A unique three (3) or four (4) digit code assigned to a carrier and used to identify that carrier to the Local Exchange Carrier and for placing calls on a non-presubscribed basis.

**Casual Calling** - A service provided over facilities owned by the Company or an affiliate of the Company whereby the Customer accesses the Company's service by dialing an access code assigned to the Company prior to placing the call, such as 101XXX+1+area code +destination number.

**Collect Call** - An operator-assisted interstate call in which all usage sensitive charges and per call charges for the call are assessed against the called party rather than the calling party.

**Commission** - The Federal Communications Commission.

**Company** – Enhanced Communications of Northern New England Inc. d/b/a FairPoint Long Distance d/b/a FairPoint Long Distance - NNE, unless stated otherwise or clearly indicated by the context.

**Consumer** - A person who is not a Customer initiating any interstate telephone calls using operator services.

**Conversation Minutes** - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when the calling party disconnects.

**Customer** - Any person, firm, partnership, corporation or other entity who subscribes to or uses service and by doing so is subject to the terms and conditions of this tariff. The Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by the Customer. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)**

**Emergency Interruption Call** - An operator-assisted interstate call in which Customer requests operator assistance to interrupt an ongoing conversation, regardless of whether or not the interruption is successful.

**Equal Access** - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes such as, 101XXXX.

**Holidays** - Holidays recognized by Company include New Year 's Day\*, Martin Luther King Day, President 's Day, Memorial Day, Independence Day\*, Labor Day, Columbus Day, Veteran 's Day\*, Thanksgiving Day, and Christmas Day\*. When any of the four asterisked (\*) holidays falls on a Saturday or Sunday, the recognized holiday shall be observed on the preceding Friday or the following Monday, respectively.

**Initial And Additional Period** - The Initial Period denotes the interval of time allowed for a service at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

**Interoffice Channel (IOC)** - The IOC is the dedicated transport facility between the Company's points of presence.

**Joint Offer Card** - A Travel Card service that is available to Customers who are also Customers of another carrier which has a pre-existing arrangement with the Company for completion of some or all calls billed to that carrier's calling card.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192, as modified by the FCC.

**LEC** - Local Exchange Carrier

**Long Distance Message Telecommunications Service (LDMTS)** - Long distance telecommunications service offered pursuant to this tariff.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)**

**Mainland** - The lower contiguous 48 states and the District of Columbia.

**MTS** - Message Telecommunications Service

**NRC** - Nonrecurring Charge.

**Operator Dialed Call** - An operator-assisted interstate call in which Customer has the ability to dial all the digits necessary for call completion but instead accesses an operator and requests that the operator complete the call.

**Operator Station Call** - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated).

**PBX** - Private Branch Exchange

**Person-To-Person Call** - A service whereby the person originating the call specifies a particular person, department, extension, or other recognizable entity to be reached.

**Point-Of-Presence (POP)** - The actual (physical) location at which the network of the underlying carrier is accessed within the state or LATA.

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

**Presubscription** - An arrangement whereby a Customer may select and designate the Company as the carrier he or she wishes to access, without an access code, for completing intraLATA and/or interLATA toll calls.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)**

**Residential Customer** - For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling. A Residential Customer is also a Customer who accesses the Company's service using an Access Line that has not been assigned a business class of service by the local service provider.

**Service** - Any or all interstate service(s) provided by Company pursuant to this tariff.

**Sub-Minute Rating** - Consists of an initial period rated at the appropriate initial period rate. Each increment thereafter is rated at the appropriate additional period rate which is less than one full minute.

**Switched Access** - A method for reaching the Company through the local service provider's switched network whereby the Customer uses standard and/or ISDN local lines.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

**Third Number Billed Call** - An operator-assisted interstate call in which Customer requests that the charges for the call be billed to a telephone number other than the originating or terminating telephone number.

**Travel Card** - A proprietary calling card offered by the Company which is used by dialing a Company-provided authorization code or by using a line presubscribed to the Company's services.

**United States** - The forty-eight contiguous states, the District of Columbia, Alaska, Hawaii, American Samoa, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company's service is furnished to Customers for domestic interstate interexchange communications originating and terminating within certain areas of the United States under the terms of this tariff. The Company's service is available twenty-four hours per day, seven days per week, except as otherwise provided in the Company's tariffs.

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. The Company may, when authorized by the Customer, act as the Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the local exchange company), to allow connection of a Customer's location to the Company's service. The Customer shall be responsible for all charges due for such service arrangement.

Where network facilities and billing systems permit, the Company will block casual dialing.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.2 Use of Service**

- 2.2.1** Service may be used for any lawful purpose for which it is technically suited. Service may not be used for unlawful purposes.
- 2.2.2** 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 or its underlying carrier or service provider, as appropriate.
- 2.2.3** Recording of telephone conversations transmitted over service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.3 Limitations of Service**

- 2.3.1** Service is offered subject to the availability of the necessary facilities, equipment and/or Customer information, including, but not limited to, billing systems and information required for billing, 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.
- 2.3.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its service, when available and as more fully set forth elsewhere in this tariff for the transmission of customer communications. The Company shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** The Company reserves the right to refuse to process Third Party Billed calls when the Company determines the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating or terminating location that such billing may not be authorized.
- 2.3.5** The Company reserves the right to refuse to process Travel Card, Joint Offer Card or Calling Card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service. The Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 2.3.6** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment. In such circumstances, the Company's tariff will be revised accordingly.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.3 Limitations of Service, (Cont'd.)**

- 2.3.7** Service is offered subject to restrictions imposed upon the Company by any authority having jurisdiction over the Company's provision of service.
- 2.3.8** The Company may require the Customer to sign an application for service form furnished by the Company and to establish credit as provided in this tariff, as a condition precedent to the initial establishment of service. The Company's acceptance of an application or order for service by an applicant whose credit has not been duly established may be subject to the deposit, advance payment and/or refusal of service provisions described in this tariff. The Company may also require a signed authorization from the Customer for additions to or changes in existing service for such Customer. An application for service canceled by the applicant or by the Company prior to the establishment of service is subject to the provisions of this tariff concerning cancellation charges.

**2.4 Assignment or Transfer**

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment may only be allowed where there is no interruption of the use or in the location of service. When the Company consents to a transfer of assignment, all terms and conditions contained in this tariff, as well as all conditions of service, shall apply to all such permitted transferees or assignees and the assignor or transferor shall remain jointly and severably liable therefore.



Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.5 Limitation of Liabilities**

- 2.5.1** Except in cases of gross negligence or willful misconduct by the Company, 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) for the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3** When the services or facilities of other common carriers or other service providers are used separately or in conjunction with the Company's services, facilities or equipment in establishing connection to points not reached by the Company's services, facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers, or other service providers, or their respective agents, servants or employees.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.5 Limitation of Liabilities, (Cont'd.)**

- 2.5.4** 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, meteorological phenomena, floods, storm or any 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 state, federal or other laws.
- 2.5.5** 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, servants, employees, or customers, or by services, facilities or equipment provided by the Customer or such agents, servants, employees, or customers.
- 2.5.6** The Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by the Company. The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment which are transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of, its own telecommunications facilities.
- 2.5.7** **WITH RESPECT TO SERVICE PROVIDED BY THE COMPANY, THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT STATED IN THIS TARIFF, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.6 Liabilities of the Customer**

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

- A.** 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 services, facilities or equipment; and
- B.** Claims for patent infringement arising from combining or connecting the Company's services, facilities or equipment with services, facilities, equipment, apparatus or systems of the Customer or the Customer's agents, servants, employees, or customers; and
- C.** 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, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.7 Taxes and Fees**

- 2.7.1** All applicable taxes (e.g., excise taxes, sales taxes, municipal utilities taxes) are listed as a separate line item on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.7.2** To the extent that a municipality, other political subdivision or agency of government, or the Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or agency of government.
- 2.7.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF). Imposition, billing and collection of such rates and charges are subject to billing and other system changes by the Company.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.7 Taxes and Fees, (Cont'd.)**

**2.7.3 (Cont'd.)**

**A. For recovery of contributions paid by the Company to support Universal Service Fund Fee (USF)**

Telecommunications services provided by the Company are subject to an undiscountable monthly Universal Service Fund Fee, payable by the Customer. The fee shall be calculated as follows:

The gross amounts (exclusive of taxes) attributable to interstate and international services billed to the Customer by the Company will be multiplied by the rate specified by the appropriate official agency applicable on the date the charges are billed.

This percentage will be subject to periodic adjustment by the Company.

The USF Fee will not be applied to services sold by the Company to a Customer for resale for which the Customer has filed a Universal Service Worksheet, unless the Customer has a de minimis exemption which exempts the Customer from paying directly into the Universal Service Fund.

Issued: December 1, 2015

Transmittal No. 14

Effective: January 1, 2016

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.7 Taxes and Fees, (Cont'd.)**

**2.7.3 (Cont'd.)**

to each long distance line and is calculated as follows:

|                       |                                  |     |
|-----------------------|----------------------------------|-----|
| Business Customers    | \$ 3.97 per line per month       | (I) |
| Centrex               | \$ 1.62 per line per month       | (I) |
| ISDN PRI              | \$17.67 per interface* per month | (I) |
| Residential Customers | \$ 2.74 per line per month       | (I) |

The line determination is based on available Company and/or LEC-provided information. Where line charges cannot be determined by the underlying carrier, all line charges are \$3.97. (I)

The Federal Access Charge helps to defray the cost of access charges and fees that Local Exchange Carriers assess on interexchange carriers. This is a Company surcharge, not a tax, and is subject to change.

The Federal Access Charge will be billed at 50% of the applicable rate when the line is seasonally suspended.

\* The ISDN PRI charge is per pipe, not per channel.

The changes reflected on this revision will be implemented on a full bill period basis on the customer's January bill statement.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.7 Taxes and Fees, (Cont'd.)**

**2.7.3 (Cont'd.)**

**C. For recovery of contributions paid by the Company to recover Pay Phone Per Call Compensation Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), unless otherwise state in this Tariff, an undiscountable per call charge is applicable to all interstate calls that originate from any domestic pay telephone not served by a line presubscribed to the Company used to access the Company's services on a dial-around basis. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the A#@ symbol).

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

|               |        |
|---------------|--------|
| Rate per Call | \$0.50 |
|---------------|--------|

Issued: March 31, 2008

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Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this tariff or separately agreed upon by the Customer and the Company. The Customer is responsible for all costs at his or her premises, including, but not limited to, personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

**2.9 Installation**

No installation of the Company ' s services at the Customer's premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.



Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment for Service**

- 2.10.1** Service is provided and billed on a monthly basis unless otherwise stated in the service description in this tariff. Bills are due and payable upon receipt. A late fee equal to that charged by the local exchange carrier serving the Customer, 1.5% per month, or the maximum amount allowed by law, whichever is lower, may apply to any unpaid and past due balance. The late fee may be charged by the Company directly or by the Company's billing services provider. The late fee begins to accrue no sooner than the 25th day after the billing date. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company, or its billing services provider, may charge the Customer, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.
- 2.10.2** The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for all other third person use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.10.3** The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via the Customer's Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment for Service, (cont'd.)**

- 2.10.4** The Company reserves the right to assess a charge of \$20.00, or the maximum amount allowed by law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.
- 2.10.5** The Customer shall be responsible for payment of rates and charges for all calls placed by or through Customer's equipment by any person. In particular and without limitation of the foregoing, the Customer is responsible for payment of rates and charges for any calls placed by or through the Customer's equipment via any remote access features.
- 2.10.6** The Company reserves the right to examine the credit record or other available external sources of credit of an applicant or Customer. The Customer whose service has been disconnected for nonpayment of bills shall be required to pay any unpaid balance due to the Company before service is restored, and a deposit may be required.
- 2.10.7** The Company shall make no refund of overpayment by the Customer unless the claim for such overpayment, together with proper evidence, is submitted within two years of the date of alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits and adjustments have been applied.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.11 Deposits**

**2.11.1** Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held. Company shall pay interest on deposits pursuant to applicable rules and regulations. The Company may set toll usage limitations on applicants for service and existing Customers whose financial condition cannot be verified or is otherwise unacceptable to Company. Any toll usage limits may be increased or decreased by Company as it deems appropriate in light of changing conditions

**2.11.2** A deposit shall not exceed the estimated charges for two (2) months' service plus installation, and shall be returned:

- A.** When an application for service has been canceled prior to the establishment of service. Such deposit shall be applied to any applicable charges, and the excess portion of the deposit shall be returned.
- B.** At the end of twelve (12) consecutive months of a satisfactory credit history.
- C.** Upon the discontinuance of service. The Company shall apply the Customer deposit against any outstanding balances due. If a credit balance exists, a refund shall be made to the Customer.

The fact that a deposit has been made in no way relieves the Customer from complying with the regulations with respect to the prompt payment of bills on presentation.

**2.12 Advance Payments**

The Company reserves the right to require an advance payment from the Customer instead of, or in addition to, a security deposit. The advance payment shall be in an amount equal to, or less than, estimated installation charges plus two months' estimated billing.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.13 Interruption of Service**

**2.13.1** Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence or other wrongful act or omission of the Customer, or to the failure of services, channels, equipment and/or communications systems provided by the Customer or the Customer's agents, servants, employees, or customers, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via dial access code.

**2.13.2** For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.

For services with monthly recurring charges, credit is computed by multiplying the monthly recurring rate by the ratio that the number of hours in the period of interruption bears to 720 hours (30 days times 24 hours). The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges. Credits for services billed on a usage basis will be determined as set forth above.

**2.13.3** An interruption is measured from the time the Customer notifies the Company of the interruption until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. Unless otherwise specified in this tariff, the credit for a billing period shall not exceed the monthly rate.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.14 Cancellation, Suspension and Restoration of Service**

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the cancellation of service for charges incurred before cancellation. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

**2.14.1 Cancellation by the Customer**

The Customer may have service canceled upon written or verbal notice to the Company. The Customer shall pay the Company 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. Cancellation of service is subject to early termination liability obligations set forth in this tariff.

**2.14.2 Refusal, Suspension or Cancellation of Service without Prior Notice**

- A.** Service may be suspended by the Company, without prior notice to the Customer, by blocking traffic and all services to certain cities, countries, NPA-NXX exchanges, or individual telephone numbers, or by blocking calls using certain Customer Travel Cards when the Company deems it necessary to take such action to prevent unlawful or fraudulent use of its service. The Company will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new Travel Card numbers and authorization codes to replace ones that have been deactivated.
- B.** For violation of law or this tariff: Except as provided elsewhere in this tariff, the Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, for any violation of terms of this tariff, for any actual or apparent violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, 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 or prohibits Customer from subscribing to, using, or paying for such service.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)**

**2.14.2 Refusal, Suspension or Cancellation without Prior Notice, (Cont'd.)**

- C.** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- D.** For unauthorized or unlawful use of Travel Card numbers and Authorization Codes: Travel Card Numbers and Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without prior notice.
- E.** The Company may refuse, suspend or cancel service immediately and without prior notice in the event of excessive network usage which is determined to be fraudulent or beyond the Customer ' s demonstrated ability to pay.
- F.** Without prior notice in the event of the Customer or the Customer ' s authorized user use of equipment in such a manner as to adversely affect the Company's facilities and/or equipment or service to others.
- G.** Without prior notice in the event of tampering with the facilities and/or equipment or services owned by the Company or its suppliers and used to provide service under this tariff.
- H.** Without prior notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)**

**2.14.3 Refusal, Suspension or Cancellation of Service with Notice**

The Company may refuse, suspend, or cancel service under the following conditions provided that, unless otherwise stated in this tariff, existing Customers shall be given 15 days written notice to comply with any rule or remedy any deficiency.

- A.** The Company reserves the right to refuse, suspend, or cancel service for applicants or Customers who cannot show reasonable credit-worthiness or cannot satisfy deposit requirements set forth in this tariff.
- B.** For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- C.** For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- D.** For lack of use: The Company, by written notice to the Customer, may refuse, suspend or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- E.** For use of service for any purpose other than that described in this tariff for the application for service.
- F.** For neglect or refusal to provide reasonable access to the Company or its agents, employees, or contractors for the purpose of inspection and maintenance of facilities and/or equipment owned by the Company or its suppliers and used to provide service under this tariff.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)**

**2.14.4 Restoration of Service**

If service has been refused, suspended or canceled 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 refusal, suspension, or cancellation (if other than nonpayment) is corrected.

**2.14.5 Use and Restoration in Emergencies**

The use and restoration of service in emergencies shall in all cases be subject to the priority system specified in Part 64, Subpart D, of Chapter 47 of the Code of Federal Regulations.



Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.15 Application for Service**

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's tariffs, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable tariffs of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other tariff provisions which are lawfully made and for which required notice has been given shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer. Customer provision of false information, or a failure by the Customer to provide material information, in an application for service (either written or verbal) shall be deemed an attempt to avoid payment or to otherwise defraud the Company. In such circumstances, the Company may, at its option and with proper notice, revoke the application and refuse, cancel or suspend any service provided to the Customer without further liability or obligation to the Customer.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.16 Interconnection**

- 2.16.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. 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. Customer is responsible for all charges billed by other carriers in connection with the use of service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.
- 2.16.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- 2.16.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the services, facilities and equipment of the Company and its suppliers. If the Customer maintains or operates the interconnected services, 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.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company and its suppliers shall be made available to Company for such inspection, tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.18 Local Charges and Wireless Air Time Charges**

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

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.19 Other Rules**

- 2.19.1** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.
- 2.19.2** Due to billing system limitations, where noted in this tariff, certain billing differences may exist based on the specific system utilized for developing and rendering the Customer's bill.
- 2.19.3** For demonstration or promotional purposes, services offered to Residential Customers may be provided on a temporary basis over telephone lines designated with a Business class of service or installed in business locations.
- 2.19.4** Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services at no charge to the Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.
- 2.19.5** From time to time, the Company may offer complimentary limited use phone cards (total value not to exceed \$100) to potential business Customers who respond to, or are targeted by advertising or marketing campaigns. The Company may also offer complimentary limited use phone cards to existing or returning Customers as an incentive to retain such Customers. The limited use phone card allows users to originate outbound, direct dialed domestic long distance calls via a toll free access number. All calls are rounded to the next higher full minute or unit. The limited use phone card shall expire on the date specified on the card, or in the absence of a physical card, on the date specified on the marketing material accompanying the complimentary calling service offer.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.1 General**

Subject to Section 2.1 of this tariff, the Company provides telecommunications services between locations within the United States. The Company's service charges are based upon call duration, time of day rate period, mileage, and/or call type.

Presubscribed service is offered from locations served with equal access end offices.

The Company's service is available twenty-four hours per day, seven (7) days a week, except as otherwise provided in the Company's tariff.

All usage rates are expressed as rate per minute, unless otherwise clearly indicated.

Unless otherwise stated in this tariff, interstate interexchange service plans are provided with their corresponding intrastate interexchange service plans, e.g. interstate Plan A Service is provided with intrastate Plan A Service.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.2 Calculation of Distance**

Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the industry standard "V" and "H" coordinates of the applicable rate centers, in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

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

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

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:

$$\sqrt{\frac{(v_1 - v_2)^2 + (h_1 - h_2)^2}{10}}$$

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.3 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2** Chargeable time for all calls ends when either party disconnects from the call, except in cases where the switching facility is unable to detect called party disconnect. In such cases, the calling party controls the termination of the call.
- 3.3.3** Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this tariff.
- 3.3.4** Calls are measured and billed in one minute increments on a per call basis, unless otherwise indicated in this tariff. Fractional billing increments are rounded to the full billing increment as stated in the product description.
- 3.3.5** No charges apply to incomplete calls. An incomplete call is a station call in which the called station does not answer, or a person to person call in which the station does not answer or the requested person is unavailable, or a collect call for which the called party refuses to accept the charges.
- 3.3.6** Usage charges are computed on a per call basis. When computation of call charges result in fractional cents, the resulting charge is rounded to the nearest penny, unless otherwise specified in this tariff.

Issued: September 20, 2011

Transmittal No. 9

Effective: September 21, 2011

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.4 Long Distance Message Telecommunications Service**

**3.4.1 General Description**

Long Distance Message Telecommunications (LDMTS) Service is the basic long distance service offered to business and residential Customers for outbound direct-dialed calling, utilizing Customer-provided switched access lines that are presubscribed to the Company. LDMTS service may also be offered for casual (i.e. access code) calling where such service is provided. These rates will be billed for services provided under this plan as changes to billing systems are implemented.

Calls are billed in one (1) minute increments after an initial minimum call duration of (1) one minute. Any partial minute is rounded up to a full minute.

**3.4.2 Rates and Charges**

**A. Customer Dialed Direct Station-to-Station**

The Customer Dialed Direct Station-To-Station Class of Service applies when the person originating the call dials the telephone number desired without the assistance of an operator and the call is billed to the calling station. It does not include calls from public or semi-public coin telephones.

| <b>Initial Minute</b> | <b>Each<br/>Additional Minute</b> |
|-----------------------|-----------------------------------|
| \$0.40                | \$0.40                            |

(C)

(D)



Issued: November 9, 2009

Transmittal No. 7

Effective: November 10, 2009

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INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.5 FlatRate Plus Plan\***

(C)

**3.5.1 General Description**

The FlatRate Plus Plan is offered to Business Customers for outbound direct dialed calling from presubscribed switched Access Lines at one flat per minute rate. Inbound (toll free) calling is also available for termination on switched Access Lines. Travel Card calling is also available under this plan.

**3.5.2 Billing Increments**

The billing increment and minimum call duration of each call is determined by the access method selected by the Customer and the call type. Partial increments are rounded to the next increment.

| Access Type/Call Type | Initial<br>Increment | Additional<br>Increment |
|-----------------------|----------------------|-------------------------|
| Switched Access       | 18 Seconds           | 6 seconds               |
| Travel Card           | 18 Seconds           | 6 seconds               |
| Operator Assisted     | 1 minute             | 1 minute                |

**3.5.3 Termination Liability**

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is calculated by multiplying 35 percent (35%) of the Customer's Minimum Spend Level times the number of months remaining in the term.

The early termination charge will apply under the following circumstances:

1. When the Customer disconnects its entire account; or
2. When the Customer selects a shorter term.

**\*This plan is no longer available to new customers as of November 10, 2009.**

(C)

Issued: November 9, 2009

Transmittal No. 7

Effective: November 10, 2009

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INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.5 FlatRate Plus Plan, (Cont'd.)\***

(C)

**3.5.3 Termination Liability, (cont'd.)**

The early termination charge will not apply under the following circumstances:

1. When the Customer's physical location changes, but the term plan is continued at the new location;
2. When the Customer negotiates the term plan for a longer term;
3. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
4. When the Customer changes plan prior to 60 days of service;
5. When the Customer returns to the Company and the same term length agreement as a result of a Winback program; or
6. When the Customer moves from a one or three year term on FlatRate Plus Plan to either a one or three year term on FlatRate Advantage Plan, DistancePlus Plan or Smart Options Plan.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they choose to make a change, either to a different term commitment/minimum usage guarantee or to a different plan. If the Customer continues without changing, they will still be liable for the minimum usage guarantee to which they were originally subscribed.

**3.5.4 Rates and Charges**

**A. Usage Rates**

Usage Rates are determined according to the Term Commitment selected by the Customer.

1. Switched Access Outbound Rates

|                  | Month to<br>Month | One Year<br>Term | Three Year<br>Term |
|------------------|-------------------|------------------|--------------------|
| Rate Per Minute: | \$0.120           | \$0.070          | \$0.060            |

2. Switched Access Inbound (Toll Free) Rates

|                  | Month to<br>Month | One Year<br>Term | Three Year<br>Term |
|------------------|-------------------|------------------|--------------------|
| Rate Per Minute: | \$0.120           | \$0.070          | \$0.060            |

**\*This plan is no longer available to new customers as of November 10, 2009.**

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Issued: November 9, 2009

Transmittal No. 7

Effective: November 10, 2009

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.5 FlatRate Plus Plan, (Cont'd.)\***

**(C)**

**3.5.4 Rates and Charges**

**B. Minimum Spend Level**

When the Business Customer's billing falls below a \$25.00 minimum level in any full billing period, a shortfall charge will be applied which is equal to the difference between the \$25.00 minimum level and the actual contributory billing for that billing period.

Direct dialed calls, operator assisted calls, travel card calls, directory assistance calls, Toll Free calls and Monthly Recurring Charges, International Plan Monthly Recurring Charges, free minute promotions, percentage discount promotions and Toll Free MRC waivers will contribute toward meeting the Minimum Spend Level (MSL) unless otherwise excluded in the service description in the applicable Product Guide. Only charges of the Company's Business Plans will contribute to the MSL. Taxes, surcharges and charges billed by other carriers on the Customer's bill will not contribute to the MSL.

**\*This plan is no longer available to new customers as of November 10, 2009.**

**(C)**

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 4 - MISCELLANEOUS SERVICES**

**4.1 National Directory Assistance**

National Directory Assistance (NDA) provides to the Customer available published telephone numbers of switched voice telephone service subscribers based on name or name and address information provided by the Customer to the Directory Assistance operator. The Directory Assistance charge applies to each call by the Customer requesting Directory Assistance regardless of whether the Directory Assistance bureau is able to furnish the requested telephone number. Directory Assistance will provide the Customer with up to two telephone numbers per call. If the Customer should disconnect the call prior to being provided the two telephone numbers, the Directory Assistance charge will still be assessed. All applicable service charges and surcharges apply in addition to the Directory Assistance charge specified below. If the Customer receives an incorrect telephone number and notifies the Company, a billing credit for Directory Assistance charges shall be provided. Service can be originated only from the continental U.S. Alaska and Hawaii and may be terminated within the United States, subject to network availability. Directory Assistance will be provided for published telephone numbers only in the U.S. and its territories (Puerto Rico, American Samoa, Guam, Northern Mariana Islands and U.S. Virgin Islands).

Company assumes no responsibility or liability for any errors in the information furnished. The caller shall indemnify Company and hold it free and harmless of and from any and all claims, demands or damages that shall arise from the use of the service

Direct dialed Directory Assistance Service calls are dialed by the Customer and completed without the assistance of an operator, except where system capabilities allow billing of a surcharge for Operator Assisted surcharge for calls placed to Directory Assistance via an operator, instead of direct dialed by the Customer. This surcharge is billed at the Operator Assisted Service Charge rate as specified in Section 4.2. The services of an operator are not to be used in connection with the completing of direct dialed Directory Assistance Service calls except in the following cases:

- To reach the called Directory Assistance Service number where direct dialing facilities are not available.
- To reach the called Directory Assistance Service number when attempts by the Customer to direct dial such a call cannot be completed.
- To record the originating telephone number where no automatic recording equipment is available.

Issued: September 11, 2014

Transmittal No. 10

Effective: September 19, 2014

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**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)**

**4.1 National Directory Assistance, (Cont'd.)**

**4.1.1 Directory Assistance Rates**

The Directory Assistance charge will be waived for calls to Directory Assistance (other than Directory Assistance Call Completion) by a properly certified hearing impaired Customer who utilizes a TDD to access the service.

|          |        |
|----------|--------|
| Per Call | \$1.99 |
|----------|--------|

**4.1.2 Directory Assistance Call Completion Rates**

When the Customer elects to have the Company automatically place the call to the requested number, a Directory Assistance with Call Completion Charge applies in addition to the Directory Assistance Charge, and in addition to the usage charge specified below to transport and terminate the call. When multiple telephone numbers are requested, only the last call can be completed.

|                    |            |
|--------------------|------------|
| Per Completed Call | \$1.24 (I) |
|--------------------|------------|

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Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)**

**4.2 Operator Services**

Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a Calling Card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used to bill the Company's services. The Company reserves the right to verify acceptance of charges prior to billing to a third party number.

- 4.2.1** Operator Services may be used by a Customer and by an Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Operator Station, Person-to-Person, Collect, Third Party, Calling Card, and/or Travel Card calls.
- 4.2.2** Charges for Operator Assisted Calls include two components: a usage-sensitive component and a fixed per-call service charge based upon the type of operator service provided.
- 4.2.3** The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.2.11 following.
- 4.2.4** The fixed per-call service charge portions of the charge for an Operator Assisted Call is set forth in Sections 4.2.10 following.
- 4.2.5** The Company reserves the right to validate the billing method of Customers through available Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer/Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)**

**4.2 Operator Services, (Cont'd.)**

- 4.2.6** The Company shall not bill the Customer for any surcharges or fees imposed by the Aggregator. With respect to charges imposed by the Aggregator for the use of the telephone, the Aggregator is responsible for charging a flat rate and for posting of the charge in plain view at each telephone.
- 4.2.7** Collect Calls are permissible between all stations except that the Collect Call option is not available for calls to a public or semi-public coin station.
- 4.2.8** Service may be suspended by the Company, without notice to the Customer or the Aggregator, by blocking traffic to certain countries, cities, or NPA-NXX exchanges, or individual telephone number, or by blocking calls using certain Customer Authorization Codes, or Calling Cards, when the Company deems it necessary to take such action to prevent unlawful or fraudulent use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer or Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 4.2.9** The Calling Card holder or local exchange company service subscriber is responsible for payment of the Company's charges for all calls billed to a Calling Card or a telephone line number, respectively.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)**

**4.2 Operator Services, (Cont'd.)**

**4.2.10 Per-Call Service Charges**

The following Per-Call Service Charges apply in addition to the charges specified in Section 4.2.11 and in addition to all other surcharges and fees, when applicable. When more than one service charge applies to the same call, only the higher of the two charges is applied. The following charges apply in all rate periods.

|  |        |
|--|--------|
| Customer Dialed Calling Card Station   | \$0.00 |
| Operator Assisted Calling Card Station | \$3.45 |
| Operator Assisted Station to Station:  | \$5.99 |
| Billed Collect:                        | \$5.99 |
| Billed to Third Party                  | \$5.99 |
| Operator Assisted Person to Person     | \$9.99 |
| Operator Dialed Surcharge:             | \$1.50 |



Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF**

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**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)**

**4.2 Operator Services, (Cont'd.)**

**4.2.11 Operator Services Usage Charges**

Calls are billed in one minute increments after an initial minimum call duration of one (1) minute. Any partial minute is rounded up to a full minute. There is no minimum monthly billing.

The Customer is charged for actual usage for each call. Rates are based on the duration of the call.

**A. Customer Dialed Calling Card Usage**

See Section 3.4.2.

**B. All Other Operator Assisted Classes of Service**

|                         |        |
|-------------------------|--------|
| Initial Minute:         | \$0.99 |
| Each Additional Minute: | \$0.99 |

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)**

**4.2 Operator Services, (Cont 'd.)**

**4.2.12 Service from Aggregator Locations**

**A. Commissions**

No commissions are collected by the Company from the Customer in addition to the charges specified in Section 4.2.10 of this tariff.

**B. Aggregator Surcharges**

No Aggregator surcharges are collected from the Customer in addition to the charges specified in Section 4.2.10 of this tariff.

**C. Fees**

No fees are collected from the Customer in addition to the charges specified in Section 4.2.10 of this tariff.

**D. Annual Estimated Minutes**

The following table shows the number of operator service minutes estimated on an annual basis.

|                    |           |
|--------------------|-----------|
| Estimated Minutes: | 2,500,000 |
|--------------------|-----------|

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)**

**4.3 Joint Offer Card Service**

**4.3.1 General Description**

Joint Offer Card Service is available to Residential Customers who are also customers of another carrier which has a pre-existing arrangement with the Company for completion of some or all calls billed to that carrier's calling card. Customers may originate telephone calls by dialing the Company-designated access numbers or via the Company's operator services. An additional per call service charge as specified in Section 4.2.10 applies when operator assistance is provided by the Company.

**4.3.2 Joint Offer Card Service Rates**

Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute. Partial minutes are rounded up to the next minute.

**A. Usage Charges**

Rate Per Minute

|                  |        |
|------------------|--------|
| All Times Of Day | \$0.75 |
|------------------|--------|

**B. Per Call Charge**

|               |        |
|---------------|--------|
| Rate per call | \$0.75 |
|---------------|--------|

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**INTERSTATE SPECIALIZED COMMON CARRIER SERVICE TARIFF**

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**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)**

**4.3 Joint Offer Card Service, (Cont'd.)**

**4.3.3 Operator Assistance**

When operator assistance is provided by the Company operator to complete the call, a per call service charge applies as specified below. Service charges do not apply when the caller places the call from a rotary dial telephone and must use the operator to input the required digits.

Service charges apply to each completed call, in addition to the usage charges specified above.

See per call Service Charge rates applicable to Operator Assisted Station-to-Station or Person-to-Person in Section 4.2.10.

Issued: March 31, 2008

Transmittal No. 1

Effective: April 1, 2008

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**SECTION 5 - PROMOTIONS**

**5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering promotions, including, but not limited to, promotional discounts or promotions that waive some or all of the nonrecurring, recurring or usage charges for the Customer (if eligible) of target services for a limited duration. Promotions may also be offered to attract or retain Customers who indicate that they would otherwise intend to accept a legitimate competitive offer made by a tariffed carrier. Such promotions shall be made available to all similarly situated Customers. For promotions which are applied to the Customer's long distance invoice, the term long distance invoice shall mean charges for domestic interstate and international services. Identical promotions are not cumulative.

**5.2 Complementary Promotions**

From time to time, the Company may offer promotions in its interstate and/or international tariffs which may also apply to intrastate services ("Complementary Promotions"). Such Complementary Promotions are subject to the terms and conditions set forth in the Company's federal rate schedules. Discounts, charge or other term waivers, certificates, credits or other value offered in identical Complementary Promotions are not cumulative.