

TELCO EXPERTS, LLC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO RESOLD LOCAL EXCHANGE COMMUNICATION SERVICES WITHIN  
THE DISTRICT OF COLUMBIA

This Tariff is Telco Experts, LLC.'s initial Tariff No. 1 with the District of Columbia Public Service Commission. This tariff contains the descriptions, regulations, and rates applicable to providing local exchange telecommunications services within the District of Columbia by Telco Experts, LLC ("Company"). This Tariff is on file with the District of Columbia Public Service Commission, and copies may be inspected, during normal business hours, at the following location: 38 Park Avenue, 2<sup>nd</sup> Floor, Rutherford, N.J. 07070.

Issued: December 12, 2011

Effective: December 12, 2011

Peter Goldberg, President  
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## CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

Page	Revision	Page	Revision	Page	Revision	Page	Revision
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Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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**TARIFF FORMAT**

- A. Page Numbering -Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a letter is added. For example, a new page added between page 15 and page 16 would be page 15a.
- 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 Public Service Commission.  
For example, the 4th Revised Page 15 cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence -Each level of paragraph numbering herein is subservient to its next higher level as shown:  
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 Public Service Commission, a Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets 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 (\*).

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**EXPLANATION OF SYMBOLS**

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

(C) To signify changed regulation.

(D) To signify discontinued rate or regulation.

(I) To signify an increase in rate.

(LA) To signify limited availability.

(N) To signify new rate or regulation.

(R) To signify a reduction in rate.

(T) To signify a change in the word of text, but no change in the rate or regulation.

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SECTION 1 -APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

This tariff sets forth service offerings, rates, charges, terms conditions and other related provisions applicable to the furnishing of intrastate end-user local exchange communications services by Telco Experts, LLC. hereinafter referred to as the Company, to Customers within the District of Columbia. Telco Experts' services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

All services for all Customers contained in this tariff, D.C. P.S.C. Tariff No. 1, are competitive services. This tariff applies to business end users only.

1.1.1 Service Territory

Service Areas -The Company's exchange areas, rate groups, and local calling areas are identical to those defined in the tariffs of Paetec Communications DC P.S.C. Tariff No. 1 and other Incumbent Local Exchange Carriers (ILECs) that serve the same exchange areas as the Company. Services will be provided over the resold facilities of these carriers via Paetec.

1.1.2 Availability

Service is available where facilities permit and subject to the terms and conditions of this tariff.

Issued: December 12<sup>th</sup>, 2011

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SECTION 1 -APPLICATION OF TARIFF (CONT'D)

1.2 DEFINITIONS

ACCESS LINE

An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

ACCOUNT CODES - Permits users to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

ADVANCED PAYMENT

Part or all of a payment required before the start of service.

AUTHORIZED USER

A person, firm, corporation, or any other entity that either is authorized by the Customer to use the services that the Customer purchases from the Company.

AUTOMATIC NUMBER IDENTIFICATION (" ANI")

A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates..

BILLING PERIOD

A voice or data service consumption period that typically lasts one month.

CALL INITIATION

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 1 -APPLICATION OF TARIFF (CONT'D)

1.2 DEFINITIONS (CONT'D)

**CENTRAL OFFICE LINE** A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

**CHANNEL**

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**COMMISSION**

Public Service Commission of the District of Columbia.

**COMMON CARRIER**

An authorized company or entity providing telecommunications services to the public

**COMPANY**

The issuer of this tariff, Telco Experts, LLC. (also identified as "Telco Experts" or "the Company").

**CUSTOMER**

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

**CUSTOMER PREMISES**

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

**CUSTOMER PREMISES EQUIPMENT**

Telecommunications gear and associated arrangements that the Customer purchases or leases from its suppliers, connects to Company Facilities as defined above and maintains.

**DEMARCATIION POINT**

The physical dividing point between the Company Facilities and the Customer's Premises Equipment and/ or cabling.

**DEPOSIT**

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

**DIRECT INWARD DIAL (" DID")**

A service attribute that routes incoming calls directly to stations, bypassing a central answer point.

Issued: December 12<sup>th</sup>, 2011

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SECTION 1 -APPLICATION OF TARIFF (CONT'D)

1.2 DEFINITIONS (CONT'D)

**DIRECT OUTWARD DIAL (" DOD")**

A service attribute that allows individual station users to access and dial outside numbers directly.

**DUAL TONE MULTI-FREQUENCY (" DTMF")**

The pulse type employed by tone dial station sets. (Touch tone)

**EXCHANGE TELEPHONE COMPANY OR TELEPHONE COMPANY**

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

**EXCHANGE**

A unit established by a utility for communication service in a specific geographic area, which unit usually embraces a city, town or community and its environs. It usually consists of one or more central offices together with the associated plant used in furnishing communication service to the general public within that area.

**FINAL ACCOUNT**

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

**GROUND START**

Describes the signaling method between the PBX/ key system interface and the Company's switch. It is the signal requesting service.

**ICB**

Individual Case Basis

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 1 -APPLICATION OF TARIFF (CONT'D)

1.2 DEFINITIONS (CONT'D)

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

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

LEC

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

LOCAL CALL

A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING

A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

LOCAL EXCHANGE AREA

The specific area served by, or purported to be served by an exchange.

LOCAL EXCHANGE CARRIER

A company authorized to provide local exchange communications service.

LOCAL SERVICE

Telephone exchange service within a local calling area.

Issued: December 12<sup>th</sup>, 2011

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SECTION 1 -APPLICATION OF TARIFF (CONT'D)

1.2 DEFINITIONS (CONT'D)

LOOP START

Describes the signaling between the terminal equipment or PBX/ key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MINIMUM MONTHLY FEE (MMF)

The minimum dollar amount that is part of an Agreement with a Customer.

MONTHLY RECURRING CHARGES (MRC)

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

MOU

Minutes of Use.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

MULTI-FREQUENCY (" MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

N/ A

Represents "Not Applicable."

N/ C

Represents "No Charge."

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SECTION 1 -APPLICATION OF TARIFF (CONT'D)

1.2 DEFINITIONS (CONT'D)

**NON-RECURRING CHARGE ("NRC")**

The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**NODE**

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

**PRIVATE BRANCH EXCHANGE (PBX)**

A private branch exchange. Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

**POINT OF PRESENCE ("POP")**

Point of Presence

**RATE CENTER**

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

**RECURRING RATES AND CHARGES**

The rates and charges that, unless otherwise stated herein, apply each month for services that the Company provides to the Customer. Such rates and charges shall continue to apply for each month that the Customer continues to obtain service(s) from the Company.

**SERVICE**

Any means of service offered herein or any combination thereof.

**SERVICE COMMENCEMENT DATE**

The first day following the date on which the Company makes the requested service available for the Customer's use, unless extended by the Customer's refusal to accept the service which may occur if such service is not in conformance with the standards set forth in the Customer's original Service Order or in this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**SERVICE ORDER**

The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

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SECTION 1 -APPLICATION OF TARIFF (CONT'D)

1.2 DEFINITIONS (CONT'D)

**SUSPENSION**

Suspension of service for nonpayment is interruption of incoming and outgoing service. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

**SUBSCRIBER**

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

**SYNCHRONOUS**

Transmission in which there is a constant time interval between bits, characters or events.

**T1**

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/ data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

**TOLL CALL**

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

**TWO WAY**

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

**USAGE CHARGES**

Charges for minutes or messages traversing over local exchange facilities.

**USER**

A Customer or an Authorized User as defined herein who uses the Company's service(s) provided under this tariff.

Issued: December 12<sup>th</sup>, 2011

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SECTION 2 – GENERAL RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the District of Columbia.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.1 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

Issued: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.2 Use of Services

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- C. The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- D. The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 Terms and Conditions (Cont'd)

- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this tariff; or
  - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the District of Columbia regardless of its choice of laws provision.
- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4 Limitations on Liability (Cont'd.)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
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, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4 Limitations on Liability (Cont'd.)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4 Limitations on Liability (Cont'd.)

H. With respect to Emergency 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4 Limitations on Liability (Cont'd.)

H. With respect to Emergency 911 Service (Cont'd.)

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6 Provision of Equipment and Facilities (Cont'd)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment, or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with The Company, its agents or contractors or the ILEC.

2.1.9 Installation Service

The Company provides a Full-Day Installation Plan and cannot guarantee time technician will arrive, which offers customers appointments for connection of Commission regulated services involving a customer premise visit.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.2 PROHIBITED USES

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.3 OBLIGATIONS OF THE CUSTOMER

## 2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

## 2.3.1 General (Cont'd)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

## SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.4 CUSTOMER EQUIPMENT AND CHANNELS

## 2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

## 2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.4 CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.4 CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.5 MINIMUM PERIOD OF SERVICE

The minimum period of service is one year except as otherwise provided in this Tariff. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers may subscribe to services on a one, two or three year term agreement. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying an Early Termination Fee. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises or alternate location after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the term of the agreement or minimum service period in accordance with the terms under which the service was originally furnished.

The Company may offer services which require a minimum monthly fee ("MMF") wherein the Subscriber agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MMF will be billed for the difference between the contracted MMF and what was actually billed during the month pursuant to the MMF agreement.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.5 MINIMUM PERIOD OF SERVICE (CONT'D)

Should the subscriber choose to terminate their contract prior to expiration of the term agreed to in the MMF agreement, the Subscriber will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, If a subscriber terminates business switched or dedicated services to include private branch exchange trunk service and PRI T1 or comparable services, in whole or in part, before the expiration of the contract period, the subscriber shall pay to the Company an early termination charge for each disconnected service(s) or feature(s) equal to the applicable monthly rate charged by the Company for the service(s) or feature(s) multiplied by the number of months remaining in the contract term.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

## 2.6 PAYMENT FOR SERVICE

## 2.6.1 Payment for Service

- A. The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
- B. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.
- C. The security of the Customer's Account is the responsibility of the Customer. All calls placed using the Customer's equipment shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of calls arising after the Customer notifies the Company of the unauthorized calls (including dates calls were initiated and terminated; when possible) as well as the confirmation that Company provided Verified Account Codes will be applied to the Customer's outbound services.
- D. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

## 2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.6 PAYMENT FOR SERVICE (CONT'D)

## 2.6.2 Billing and Collection of Charges (Cont'd)

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. Customer's bills for telephone service are due on the due date specified on their bill. A customer is in default unless full payment is made on or before the due date. If a bill is not paid in full, a late charge of 1.5% per month will be applied against all balances that are past due. Terms apply as well to any payments received by the Company where the funds are not immediately available upon presentment. For an account to be brought current, both the overdue balance and any outstanding finance charges must be paid in full. For partial payment received, finance charges will continue to be applied against the amount of the bill's outstanding balance until full payment of both the outstanding balance and any outstanding finance charges are received. A minimum finance charge of \$5 will be applied if an invoice is past due.

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.6 PAYMENT FOR SERVICE (CONT'D)

2.6.2 Billing and Collection of Charges (Cont'd)

- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.7.1 and later restored, restoration of service will be subject to all applicable installation charges.

2.6.3 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's initial installation fee as well as any adjustments to monthly recurring charges shall be modified accordingly.

2.6.4 Alternative Payment Processing

The Company allows Customers to make payment for services rendered through alternative payment processing options, including but not limited to, credit card payments and automated clearing house ("ACH") transactions. Customers may make payment using alternative payment processing through the Company's Customer Care Center, the Company's internet website or other methods approved by the Company. When a payment for service is made by an alternative payment processing option, processing fees as described in Section 4.7 of this tariff may apply. The acceptance of alternative payment processing options for the satisfaction of the Customer's debts to Carrier shall not constitute a waiver by Carrier of its right to payment by legal tender.

## SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.6 PAYMENT FOR SERVICE (CONT'D)

## 2.6.5 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Public Service Commission of the District of Columbia 1333 H Street NW 2nd Floor, West Tower Washington, DC 20005 or contact the Commission by phone at 202-626-5100.
- C. 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.

## 2.6.6 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.6 PAYMENT FOR SERVICE (CONT'D)

2.6.7 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Public Service Commission of the District of Columbia's Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B. The Company reserves the right to periodically review the Customer's credit worthiness and credit terms. The Company may request an initial deposit or an additional deposit based on the Customer's payment history and credit worthiness.
- C. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D. Deposits will accrue interest annually in accordance with the Public Service Commission of the District of Columbia's Rules.
- E. The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve (12) consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.7 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE

2.7.1 Discontinuance of Service

The Company may discontinue or refuse service for any of the reasons stated below:

- A. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer.
- B. For failure to provide Company representatives with necessary access to Company-owned service equipment after the Company has made a written request to do so;
- C. For failure to make payment in accordance with the terms of a deferred payment arrangement;
- D. When a Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection;
- E. Upon nonpayment of any amounts owing to the Company, bankruptcy, receivership, abandonment of service by a business Customer, not covered adequately by a security deposit, the Company may, by giving written notice ten (10) days in advance to the Customer, discontinue or suspend service without incurring any liability.
- F. Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving thirty (30) days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.7 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (CONT'D)

## 2.7.1 Discontinuance of Service (Cont'd.)

- G. For violation of or noncompliance with a Commission order;
- H. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished;
- I. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company;
- J. For violation of or noncompliance with any rules of the Company on file with the Commission;
- K. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service; or
- L. The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.
- M. At least two (2) attempts shall be made to contact the Customer prior to termination for nonpayment. The Company shall restore service within twenty-four (24) hours of cure of the cause for termination.
- N. Upon the Company's discontinuance of service to the Customer under Section 2.7.1 E, the Company, in addition to all other remedies, at law or in equity, that may be available to the Company or under any provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- O. Upon failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenues.

SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.7 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (CONT'D)

2.7.2 Cancellation of Application for Service

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified within the Tariff.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services or exceed the sum of the amount of the Service Agreement, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. Business Customers may cancel service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which service is to be discontinued.

SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.8.1 for the part of the service that the interruption affects.

2.8.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

2.8.1 General (Cont'd)

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.8.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.8.3), or utilizes another service provider;

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

2.8.2 Limitations of Allowances (Cont'd)

- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.8.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.8.4 Application for Interruptions in Service

- 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.
- 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.

## SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

## 2.8.4 Application for Interruptions in Service (Cont ' d)

C. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:

1. if interruption continues for less than 24 hours:
  - (a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
  - (b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
2. if interruption continues for more than 24 hours:
  - (a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
  - (b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

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

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.8 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

## 2.8.4 Application for Interruptions in Service (Cont'd)

## E. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

## 2.8.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. 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.

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.9 CANCELLATION OF SERVICE/TERMINATION LIABILITY

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.8 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the next billing period.

2.9.1 Termination Liability

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

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order for the balance of the term agreement of cancelled service(s);

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.10 TRANSFERS AND ASSIGNMENTS

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.10.1 to any subsidiary, parent company or affiliate of the Company; or

2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 pursuant to any financing, merger or reorganization of the Company.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.11 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

## 2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.12 NOTICES AND COMMUNICATIONS

- 2.12.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.13 TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

## 2.13.1 Telephone Surcharges

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees, charges, surcharges, contributions and taxes designated (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other fees but excluding taxes on the Company's net income) imposed by any local, state or federal governmental entity on or based upon the provision, sale or use of the Company's services. Fees, charges and taxes imposed by a city, county or other political subdivisions will be collected only from those customers receiving service within the boundaries of that subdivision.

## 2.14 MISCELLANEOUS PROVISIONS

## 2.14.1 Application of Rates

- A) Rates as described herein apply to service furnished.
- B) The use of facilities and service is restricted to the Customer, Customers' agents and representatives of the Customer

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.14 MISCELLANEOUS PROVISIONS (CONT'D)

2.14.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

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

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

## 2.15 CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER

## 2.15.1 Cancellation by Customer

Customers may cancel service in writing by providing thirty (30) days notice. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange service will only have the requested services on the Account disconnected. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.15.2 Business Customers may cancel service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which service is to be discontinued.

2.15.3 The Customer cancels service before the Company completes installation of the Service and at the time of cancellation the Company has incurred any expense in installing services or preparing to install service that it would not otherwise have incurred, a charge equal to the cost the Company incurred will apply. In no case will this charge exceed the charge for the minimum period of service ordered, including installation charges and non-recurring charges and all amounts others may charge the Company that would have been chargeable to the Customer had service been initiated.

2.15.4 If the Customer cancels service after the Company has completed installation, the charge set forth in Section 2.8 will apply to the extent the Company has not yet recovered the costs described in Section 2.8. In addition, the minimum service period obligations or the term agreement (if an agreement was executed) will apply regardless of whether service has been initiated and the charges due.

2.15.5 In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.16 EXPIRATION OF TERM OF PLAN OPTIONS

At the expiration of the initial term as specified in a Customer Specific Term Plan, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party in accordance with the agreement terms. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term plan shall survive such termination.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 3 - SERVICE AREAS

3.1 LOCAL EXCHANGE SERVICE AREAS

3.1.1 Telco Experts' Local Exchange Service provides Customers with local dial tone and calling within their designated local calling area. Telco Experts concurs with the exchange areas and exchange maps filed by Paetec Communications as well as the incumbent Local Exchange Carriers and currently on file with the Commission.

The Company also provides optional services to allow Customers to efficiently manage the call flow generated over their telephone line(s). These services are subject to availability of facilities and compatibility with Customer type of access line and premises equipment. When multiple services are activated on the same line, certain services may take precedence over others.

3.1.2 Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

3.2 TIMING OF CALLS

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

3.2.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

3.2.4 All times refer to local time.

3.3 DISTANCE CALCULATIONS

The Company does not offer distance sensitive services.

3.4 RATE PERIODS FOR TIME OF DAY SENSITIVE SERVICES

The Company does not offer time of day sensitive services.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 3 - SERVICE AREAS (CONT'D)

3.5 BUSINESS SERVICE – GENERAL

3.5.1 Local Exchange Service provides a Customer with a voice-grade communications channel and unique telephone number address which enables the Customer to:

- A. place or receive calls to any calling station in the local calling area as defined within this tariff;
- B. access the Company's operator service and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- C. access the interexchange carrier selected by the Customer for InterLATA, IntraLATA, Interstate or International calling;
- D. access Directory Assistance for the local calling area;
- E. access Telecommunications Relay Service.

Basic telephone exchange service is provided on a per minute basis and consists of the appropriate dial tone line rate and local usage charges.

Connection charges as described in this tariff apply to all service on a one-time basis unless waived pursuant to this Tariff.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 4 – SERVICE OFFERINGS AND DESCRIPTORS

4.1 SERVICE OFFERINGS AND DESCRIPTORS

Business Service access options include, but are not limited to:

- Basic Business Line Service
- PBX Trunks
- T1 (PRI & Standard)
- Integrated voice and data T1 (Channel T1)
- Multi Point Service
- Point to Point
- Dynamic Internet Protocol (IP)
- DID Services

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 4 – SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

4.2 SERVICE OFFERINGS AND DESCRIPTORS

4.2.1 Basic Business Line Service

A. General

Basic Business Line Service provides a customer with a one or more analog; voice grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available on a measured usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines. Each Basic Business Line has the following characteristics:

- Terminal Interface: 2-wire
- Signaling Type: Loop start
- Pulse Types: Dual Tone Multifrequency (DTMF) or Dial Pulse (DP)
- Directionality: Two-Way, In-Only, or Out-Only, at the option of the Customer

SECTION 4 – SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

4.2 SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

4.2.1 Basic Business Line Service (Cont'd)

A. General (Cont'd)

1. Description

Calls to points within the local exchange area are charged on the basis of the duration of completed calls originating from the customer's service in addition to a base monthly charge.

2. Recurring and Nonrecurring Charges

Charges for each Service line include a monthly recurring Base Line Charge and usage charges for completed calls originated from the customer's line based on total number of call minutes during the billing period. In addition to the Nonrecurring charges listed within this tariff, service order charges apply as described within. Under certain circumstances, service to Customer may require the use of a link and/or number portability arrangement provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to Customer will be the greater of Company's Base Service Line charge set forth or the charge to Company by the Incumbent Local Exchange Carrier for the link used to serve Customer. If Customer is served through a Number Portability Arrangement, the monthly charge to Customer will be increased by the Incumbent Local Exchange Carrier's corresponding charge to the Company.

B. Rates

Nonrecurring Connection Charge per line      \$56.00

Monthly Recurring Charges:

-Each Base Service Line      \$35.00

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 4 – SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

## 4.2 SERVICE DESCRIPTIONS (CONT'D)

## 4.2.2 PBX Trunk Service

## A. General

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog Trunks are delivered at a DS0 level and Digital Trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers. Each DS0 level Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

## 1. Measured Rate PBX Trunks

Measured Rate DS0 PBX Trunks provide the customer with a single voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a measured rate basis. DID trunks are arranged for one-way inward calling only.

## SECTION 4 – SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

## 4.2 SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

## 4.2.2 PBX Trunk Service (Cont'd)

## A. General

## 2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges, service order charges apply as described in this tariff. Charges for each Measured Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period. Service to customers may require the use of a link (and, or) number portability arrangements from the incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

## 3. Measured Rate Analog PBX Trunks

## (a). Recurring and Nonrecurring Charges

Terminal Numbers:

1-20 lines in terminal group

100 lines in terminal group

## (b). Measured Usage Charges

Measured Usage Charges for Measured Rate PBX Trunks are the same as those indicated for a basic business line.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 4 – SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

4.2 SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

4.2.2 PBX Trunk Service (Cont'd)

B. Rates

1. PBX Trunks (minimum of 24)

	Measured Monthly (\$)	Service NRC (\$)
<b>ONE YEAR TERM</b>		
DID Trunk, per line	\$22.85	\$45.00
DOD Trunk, per line	\$9.65	\$45.00
Two Way Combo Trunk	\$22.85	\$45.00
PBX/Attendant Trunk	\$9.65	\$45.00
<b>TWO YEAR TERM</b>		
DID Trunk, per line	\$21.75	\$45.00
DOD Trunk, per line	\$9.20	\$45.00
Two Way Combo Trunk	\$21.75	\$45.00
PBX/Attendant Trunk	\$9.20	\$45.00
<b>THREE YEAR TERM</b>		
DID Trunk, per line	\$20.75	\$45.00
DOD Trunk, per line	\$8.75	\$45.00
Two Way Combo Trunk	\$20.75	\$45.00
PBX/Attendant Trunk	\$8.75	\$45.00

2.	DID Numbers	Monthly Recurring Charge
	Per 20 numbers	\$8.00
	Per 100 numbers	\$37.50
3.	One Way Toll-Free Trunk	\$5.00
4.	Order Charge	\$15.00 each additional line/trunk

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

Peter Goldberg, President  
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SECTION 4 – SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

4.2 SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

4.2.3 Standard T1 Service

A digital trunked service with all 24 channels allocated as bearer channels for the circuit. This configuration does not support Caller ID and does not allow for Direct Trunk Overflow.

A. Supported Services

- (a) Direct Inward Dialing (DID)-DID provides one-way inbound calling only terminating directly at a PBX station
- (b) Direct Outward Dialing (DOD) - DOD provides for one-way outbound calling only. Outbound long distance calls will follow the IXC code for the trunk group in its entirety, not per channel
- (c) DID/DOD-This service allows for both inbound and outbound calling. Outbound long distance calls will follow the IXC of the trunk group, not the individual channels. This service is also referred to as two-way or combination trunks.

B. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's billing number based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

	<u>Current</u>
Nonrecurring Connection Charge:	\$300.00
Monthly Recurring Charges:	\$450.00

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 4 – SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

## 4.2 SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

## 4.2.4 PRI T1 Service

PRI T1 (Primary Rate Interface) T1 Service provides the customer with a direct digital connection via switched access to one or more private or public services. PRI T1 Service is an enhanced T1 service that allows the customer Integrated Services Digital network (ISDN) bandwidth that facilitates end-to-end digital connectivity to support a variety of services. PRI T1 Service is 23 B channels each being a full 64,000 bps. One channel is a D channel to allow for signaling information to be passed. The service is utilized to connect ISDN compatible equipment at the customer premises to a suitably equipped Company node.

## A. PRI T1 Rates

		Recurring Charge	Nonrecurring Charge
PRI T1	1 yr. Term	\$2000.00	\$300.00
PRI T1	2 yr. Term	\$1800.00	\$300.00
PRI T1	3 yr. Term	\$1600.00	\$300.00
Digital T1	1 yr. Term	\$2000.00	\$300.00
Digital T1	2 yr. Term	\$1800.00	\$300.00
DigitalT1	3 yr. Term	\$1600.00	\$300.00

## 4.2.5 Foreign Exchange Service ("FX")

Foreign Exchange Service provides local telephone service from a central office which is outside (foreign to) the subscriber's exchange area. FX furnished between an exchange and a noncontiguous district area of a contiguous exchange will be furnished according to the prices set forth in Schedule B of this Tariff.

## A. Rates

Service	
FX Service for 15 Rate Centers	\$75.00/month
Each additional Rate Center	\$18.75/month

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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## SECTION 4 – SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

## 4.2 SERVICE DESCRIPTIONS (CONT'D)

## 4.2.6 Integrated /Channelized T1 &amp; PRI

- A. Customers are provided with a T1 line that is divided into 24 channels, each having a maximum data speed of 64 Kbps, and each capable of supporting a unique application that can run concurrently with, but independently of, other applications on different channels. For example, an enterprise is able to run several services, such as local telephone, long-distance telephone, Internet and voice over IP over a single circuit at the same time. Integrated/Channel circuits can be divided into many options; this allows the customer to select the quantity of channels for voice and the quantity of channels for data use.
- B. **Recurring and Non-Recurring charges**  
In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's lines based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

	Current
Nonrecurring Connection Charge:	\$300.00

## Monthly Recurring Charges:

	Current
12 Months	\$450.00 plus loop cost
24 Months	\$400.00 plus loop cost
36 Months	\$375.00 plus loop cost

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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SECTION 4 – SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

4.2 SERVICE DESCRIPTIONS (CONT'D)

4.2.7 Dynamic Internet Protocol (IP)

This service allows customers to integrate data, voice, Internet and virtual private network services on a single IP connection.

A. Supported Services

- 1. Data and voice services share all bandwidth with no defined limits on the customer's number of business lines.
- 2. Dynamic IP is supported through T-1, DS-3 or higher service connections.
- 3. Direct Trunk Overflow, Dialed Number Identification Service and account codes may be available at additional charges as noted in the rate schedule.

B. Recurring and non-recurring charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges also include a monthly recurring charge and charges for completed calls originated from the customer's lines based on the total minutes of use during the billing period. Some plans bundle service with minutes of use into the monthly recurring charge.

	Current
Nonrecurring Connection Charge:	\$500.00
	Current
Monthly Recurring Charges:	
12 Months	\$450.00 plus loop cost
24 Months	\$400.00 plus loop cost
36 Months	\$375.00 plus loop cost

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 4 – SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

## 4.2 SERVICE DESCRIPTIONS (CONT'D)

## 4.2.8 Point-to-Point Service

The service connects two Customer-designated premises, either directly or through a hub where multiplexing functions are performed.

## 4.2.9 Multipoint Service

The service connects three or more Customer-designated premises through a Company hub. There is no limitation on the number of locations connected; however, when more than three points are provided in tandem, the quality of service may be degraded. If Company determines that it is not technically possible to provide multipoint service, Customer will be advised and given the opportunity to change the service order within 60 days.

## 4.2.10 Direct Inward Dialing (DID)

## A. Recurring and Nonrecurring Charges

1. Terminal Numbers:
2. 1-20 lines in terminal group
3. 100 lines in terminal group

	Individual DID #	DID 20 Block	DID 100 Block
Nonrecurring Connection Charge	waived or \$1.50	\$30.00	\$30.00
DID Monthly Recurring Charge	\$0.50	\$5.00	\$25.00
DID Trunk Termination	\$56.00	\$56.00	\$56.00

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 4 – SERVICE OFFERINGS AND DESCRIPTORS (CONT'D)

## 4.2 SERVICE DESCRIPTIONS (CONT'D)

## 4.2.11 Digital Subscriber Line Services (SDSL)

These services provide customers with a variety of copper-based high speed data capabilities. Service options include asynchronous and synchronous upload and download speeds. All SDSL services are subject to availability and are not guaranteed to a customer until they are installed at the customer's premise and are working.

	Current
Nonrecurring Connection Charge:	\$199.00
Monthly Recurring Charges:	\$209.00

## 4.3 TOLL FREE SERVICES

- 4.3.1 The Company will make every effort to reserve toll free (i.e., A800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 4.3.2 The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 4.3.3 Toll free numbers may not be assigned or transferred for use with service provided by another carrier without proper authorization from the Customer of Record and subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 4.3.4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for us by another Customer.

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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## SECTION 4 - BASIC SERVICES AND RATES (CONT'D)

## 4.4 BUSINESS SERVICE

## General:

The following rates will apply for all local calls

Billing: One minute minimum/One minute increments  
 Rates: Rates are shown per minute

## 4.4.1 Usage Charges for Dedicated Service

	<u>Current</u>
Intrastate Rate Plan	\$.035/minute
Intra LATA Regional Plan	\$.029/minute
Local Calling Plan	\$.015/minute

## 4.4.2 Usage Charge for Switched Service

	<u>Current</u>
Intrastate Rate Plan	\$0.059/minute
Intra LATA Regional Plan	\$0.059/minute
Local Calling Plan	\$0.019/minute

4.4.3 Local Calls are billed in one minute increments. Intrastate and Intra LATA calls are billed in six second increments with a thirty second minimum. Toll-free Intra LATA, Inter LATA and Interstate are also billed in six second increments with a thirty second minimum.

4.4.4 Short Call Duration for Switched and Dedicated Services---If more than 10% of calls made per month are under 6 seconds in length, there will be a surcharge of \$.01 for each such call.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 4 - BASIC SERVICES AND RATES (CONT'D)

## 4.5 INTRALATA TOLL SERVICE

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff. The Company may use the terms intraLATA toll and Regional Long Distance (Regional LD) interchangeable in other documentation presented to the Customer (e.g. individually negotiated contracts or invoices). The terms of this tariff governing intraLATA toll services apply regardless of the nomenclature used.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

## 4.5.1 IntraLATA Pre-Subscription

- A. Carrier Pre-Subscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Pre-Subscription does not prevent a Customer who has pre- subscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

SECTION 4 - BASIC SERVICES AND RATES (CONT'D)

4.5 INTRALATA TOLL SERVICE (CONT'D)

4.5.1 IntraLATA Pre-Subscription (CONT'D)

B. Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.



SECTION 4 - BASIC SERVICES AND RATES (CONT'D)

4.5 CARRIER PRESUBSCRIPTION (CONT'D)

4.5.2 Rules and Regulations

- A. Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.
- B. Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.
- C. Customers may change their selected Option and/or presubscribed toll carrier at any time subject to the appropriate charges within this tariff.
- D. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.
- E. Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in this tariff.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 4 - BASIC SERVICES AND RATES (CONT'D)

4.5 CARRIER PRESUBSCRIPTION (CONT'D)

4.5.3 Policies

- A. Company will in no way restrict, or interfere with, subscribers' ability to access competitive providers of IntraLATA or InterLATA toll services.
- B. All eligible Company end user telephone line numbers will be presubscribed as dictated by the end-user assigned to the line.
- C. Company will not bill end-user on behalf of any interexchange carrier.
- D. Company will not participate in billing disputes for IntraLATA service between Interexchange carriers and their customers
- E. Company representatives will not initiate or accept three-way calls from Interexchange carriers to discuss presubscription
- F. Company will maintain a current list of participating IntraLATA toll service providers, including carrier telephone numbers, and will provide this list to customers upon request. All listed IntraLATA toll service providers must have an approved toll tariff on file with the Commission.

4.5.4 Presubscription Charges

- A. Application of Charges  
After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.
- B. Nonrecurring Charges  
Per business line, trunk, or port: \$5.00

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 4 - BASIC SERVICES AND RATES (CONT'D)

## 4.6 TOLL RESTRICTION SERVICE

At the Customer's request, the Company will restrict a business line, from access to the interexchange carrier toll network, where facilities permit. The nonrecurring charge will apply to each line at the time of restriction. A nonrecurring Toll Service Restoral Charge will apply to each line when the customer requests that toll service be restored.

## 4.6.1 Rates

	Business
Nonrecurring Charge	\$25.00
Monthly	\$5.00

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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## SECTION 4 - BASIC SERVICES AND RATES (CONT'D)

## 4.7 700 AND 900 BLOCKING

700 and 900 Blocking Options are arrangements that prevent an Exchange user from accessing 700 and/or 900 service telephone numbers. 700 and 900 Blocking is available with all local exchange service, where facilities permit. Customers may elect to block calls to 700 service telephone numbers only, 900 service telephone numbers only, or both 700 and 900 service telephone numbers.

## 4.7.1 Rates

## Installation Charge \*

Requested within 60 days of initial availability	\$0.00
Requested after 60 days of initial availability	\$6.00

\* No installation charge applies when installed within 60 days of the establishment of new service.

## 4.8 ALTERNATIVE PAYMENT PROCESSING FEES

The following fees apply for Customers who make payment for services rendered using alternative payment processing options. Per use charges apply for individual transactions. Customers may elect to enroll in VT's Recurring Payment Plan, whereby the Customer's payment is automatically processed by VT each month through the Customer's selected alternative payment processing option.

## 4.8.1 Alternative Payment Processing Fee

	Credit Card Payment	ACH Payment
One-time Payment (per use)	\$0.00	\$0.00
Online Payments (per use)	N/C	N/C
Recurring Payments	N/C	N/C

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 5 - SUPPLEMENTAL SERVICES

## 5.1 CUSTOM CALLING SERVICE

## 5.1.1 General

A. Business Calling Features	Monthly Recurring <u>Charge</u>	Non-Recurring <u>Charge</u>
Anonymous Call Rejection	n/c	
Automatic Call Return	\$3.25	
Automatic Call Redial	\$3.25	
Call Forward All Calls	\$3.25	
Call Forward Busy	\$3.25	
Call Forward Don't Answer	\$3.25	
Call Forward Plus	\$6.50	
Call Fwd Variable (Cust. Program)	\$3.25	
Call Forward Remote (no access)	\$19.95	
Call Privacy (aka Per Call Restrict)	n/c	
Call Waiting	\$3.25	
Caller ID (incoming)	\$3.25	
Caller ID Plus Name (incoming)	\$3.25	
Caller ID (outgoing)	n/c	
Caller ID Plus Name (outgoing)	n/c	
Customized Ringing	\$3.25	
DID DNIS	\$6.50	
Hunting/Non Hunting Number	n/c	
Speed Calling (8 & 30)	\$3.25	
ANI (DINS with ANI forwarding), per number	\$15.00	
Three Way Calling	\$3.25	
Uniform Call Distribution	n/c	
B Channel Transfer/PRI T1	\$19.95	

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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## SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

## 5.1 CUSTOM CALLING SERVICE (CONT'D)

## 5.1.1 General (cont'd)

## A. Business Calling Features (Cont'd)

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Local Account Codes, Non Verified	n/c	N/A
Local Account codes, Verified	\$25.00	N/A
Expanded Rate Centers (up to 5)	\$50.00 per rate center	N/A
Remote Call Forwarding – per number	\$24.99	N/A
Remote Call Forwarding – per path	\$5.00	N/A
Selective Call Forward	\$3.50	N/A
Selective Call Acceptance	\$3.50	N/A
Selective Call Rejection	\$3.50	N/A
PRI Call by Call	\$24.00	N/A
Redirect Number Delivery	\$100.00	N/A
Direct Trunk Overflow (DTO)	\$49.95	\$50.00
Remote Access DTO	\$3.25	N/A

## 5.1.2 Description of Features

## A. Direct Trunk Overflow (DTO)

The Direct Trunk Overflow feature gives the Customer another termination option if all of their DID trunks are busy. This all-trunks-busy condition may be caused either by legitimate heavy incoming traffic or by a trouble condition where the T-1 system is down and the 5ESS senses that trouble as an all-trunks-busy condition. During either busy condition, the incoming call attempts to terminate to the DID group. When the 5ESS sees all trunks busy, it will choose an alternate route for the call to a telephone number that is programmed in the 5ESS only. This telephone number has the Call Forward Remote feature assigned to it and forwards the call to a number chosen by the Customer. Direct Trunk Overflow is subject to a onetime charge (Nonrecurring Charge) of \$50.00; if ordered after the initial service order request is completed.

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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## SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

## 5.1 CUSTOM CALLING SERVICE (CONT'D)

## 5.1.2 Description of Features (Cont'd)

## A. Direct Trunk Overflow (DTO) (Cont'd)

Remote Access DTO enables the customer to activate and/or update the Call Forwarding on their DTO from any location. The customer uses a provided remote-access toll free number, the DTO Call Forwarding line and their four-digit PIN to review or change their call forwarding number.

Rates for DTO and Remote Access DTO are found in Section 5.1.1 preceding.

B. Blocking Service or a telephonic block can only be removed pursuant to a written request by the customer of record, or the customer of record providing the correct password over the telephone, or by a request made in person by such customer. The customer of record can provide a personal password to use to remove blocking service at the time blocking service is established.

## C. Caller ID or Caller ID with Name for Digital Service (PRI)

The Caller ID and Caller ID with Name services allow a customer to see a caller's name and number previewed on a display screen before the call is answered, allowing Customer to prioritize and/or screen incoming calls. These features have the ability to display the name, number, date and time of each incoming call-including calls that are not answered by the customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the customer to provide the necessary CPE. Additionally, it is necessary for the customer to ensure correct programming of the feature(s). The charge for this service is currently \$150 per trunk per month.

## D. Account Codes

This feature adds an account number (code) to Customer's outbound calling for calls originating from the Customer's service network. The number of digits in a Customer's account code group will be defined by the Company. Customer can choose to have verified account codes (predetermined codes set by the Customer) or non-verified account codes (random digits) but the same quantity of digits. The charge for this service is currently \$25.00 per month for an unlimited number of account codes.

SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

5.1 CUSTOM CALLING SERVICE (CONT'D)

5.1.2 Description of Features (Cont'd)

E. Call Forward Busy

This feature allows Customer to designate a telephone number to which their call will be forwarded in the event that their number is already in use. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

Current Charge \$ 4.95 per month

5.2 BUSY LINE VERIFICATION AND INTERRUPT SERVICE

5.2.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

5.2.2 Rates

Busy Line Verification	\$2.50
Emergency Interrupt	\$5.00

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

5.3 TRAP CIRCUIT SERVICE

5.3.1 General

Trap Circuit Service is designed to allow the customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held and traced.

5.3.2 Regulations

- A. This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.
- B. The customer shall be required to sign a written request for this service. By signing the request the customer shall release the Company from any liability, and the customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.
- C. The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.
- D. The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

5.3 TRAP CIRCUIT SERVICE (CONT'D)

5.3.3 Rates

Upon request for this service, the monthly charge to the customer will be increased by any charges incurred by the Company for the provision of this service.

5.4 DIRECTORY ASSISTANCE SERVICES

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.4.1 Regulations

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

- A. Calls from pay telephones.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

5.4 DIRECTORY ASSISTANCE SERVICES (CONT'D)

5.4.2 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides Customers the option of having their local or IntraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The requested number can be dialed automatically by the Operator Services System upon selection by the Customer of a mechanized prompt.

Service is available only where the facilities and service used by the Customer can support all billing requirements.

5.4.3 National Directory Assistance Service

National Directory Assistance Service is provided to Customers of the Company for the purpose of requesting telephone numbers of businesses who are located outside the customer's local Directory Assistance service area.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two (2) requested telephone numbers are allowed per call.

## SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

## 5.4 DIRECTORY ASSISTANCE SERVICES (CONT'D)

## 5.4.4 Rates

A.	Basic Directory Assistance	
	Local Directory Assistance	Per query
	Switched Service	
	Direct dialed	\$1.99
	Via operator	\$2.20
	Dedicated Service	
	Direct dialed	\$1.25
	Via operator	\$1.95
B.	Directory Assistance Call Completion	
	Per Completed Call	\$0.75
C.	National Directory Assistance	
	Direct dialed	\$1.99

## 5.5 OPERATOR ASSISTANCE SERVICE

Customers may obtain the assistance of a local operator to complete the following local exchange telephone calls:

5.5.1 Person to Person - Calls completed with the assistance of a Company operator to a particular person or station specified by the calling party. Charges may be billed to the called party, a non-proprietary calling card, a calling station or a third-party station.

5.5.2 Station to Station - Calls other than person-to-person calls completed with or without the assistance of a Company operator. Charges may be billed to a nonproprietary calling card.

The following surcharges will be applied on a per call basis:

Collect Calling	\$2.25 per request
Person to Person	\$4.00 per request
Operator Dialed	\$2.25 per request

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

5.5 OPERATOR ASSISTANCE SERVICE (CONT'D)

5.5.3 Operator Assistance Services

The Company furnishes local assistance through an operator whereby Customers may request the services described herein. The rates set forth in Section 4.10 apply to local operator assistance requests originating for all classes and grades of services.

5.5.4 Busy Line Verification

Busy Line Verification allows an operator to determine the condition of an access line that a Customer requests to be checked. This service is provided where facilities exist through an underlying carrier's provided operator. Busy Line Verification requests will not be processed on a collect (reversal of charge) or person-to-person basis.

5.5.5 Busy Line Interrupt

Busy Line Interrupt allows an operator to interrupt a conversation in progress to ascertain willingness to establish a conversation with an alternate party. This service is provided where facilities exist through an underlying carrier's provided operator. Busy Line Interrupt requests will not be processed on a collect (reversal of charge) or person-to-person basis, except in the case of an emergency situation, when the caller may bill collect if necessary. The charge for Busy Line Interrupt applies whenever the operator interrupts the conversation even if the interrupted parties refuse to terminate the conversation in progress.

5.6 NUMBER SERVICE

Customers may request that the Carrier make a particular telephone number available. Carrier's Gold Service provisions numbers that are directly available to the Carrier for assignment. Carrier's Platinum Service provisions numbers that are not directly available to the Carrier.

Current Monthly Charge

Gold Service	\$25.00
Platinum Service	\$25.00

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

5.7 RECURRING AND NONRECURRING CHARGES

Nonrecurring charges are implemented for the provisioning, maintenance, installation, etc. as well as service order charge per main billing account as described within this Tariff. All services are offered on a minimum of a one year basis or the customer may choose to commit to a service term of 24 or or 36 months. Service will automatically renew at the end of the respective contracted term.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

## 5.8 PUBLIC TELEPHONE 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), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

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

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

Rate Per Call: \$0.56

## 5.9 RECONNECTION CHARGE

A Reconnection Charge will apply for the restoration of service(s) should service(s) be disconnected pursuant to the terms within this tariff. Charges will be assessed based upon the type of service and will be in accordance with the terms and conditions of this tariff and pursuant to District of Columbia law and Commission regulations.

## 5.10 TERM LIABILITY/TERMINATION CHARGES

Several of the services offered above are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

## 5.11 BLOCKING SERVICE

## 5.11.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

- A. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- B. 900, 971, 974 & 700 Blocking - allows the subscriber to block all calls beginning with the 900, 971, 974 and 700 prefixes from being placed.
- C. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- D. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.
- E. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 5.12.1.d of this Section, and blocking of 411 calls.
- G. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

Peter Goldberg, President  
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SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

5.11 BLOCKING SERVICE (CONT'D)

5.11.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.
- C. Blocking Service or a telephonic block can only be removed pursuant to a written request by the customer of record, or the customer of record providing the correct password over the telephone, or by a request made in person by such customer. The customer of record can provide a personal password to use to remove blocking service at the time blocking service is established

5.11.3 Rates and Charges

- A. Nonrecurring Charges
  - 900 and 700 Blocking  
Business (up to 200 lines) See Note\*
  - 900, 971, 974, and 700 Blocking  
Business (up to 200 lines) See Note\*

\*Connection charges apply as specified in this tariff.

## SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

## 5.11 BLOCKING SERVICE (CONT'D)

## 5.11.3 Rates and Charges, (Cont'd.)

## B. Recurring Charges

Third Number Billed and Collect Call Restriction Business (up to 200 lines)	\$ 0.00
Toll Restriction Business (up to 200 lines)	\$ 0.00
Toll Restriction Plus Business (up to 200 lines)	\$ 0.00
Direct Inward Dialing Blocking (Third Party and Collect Call) Initial Activation	\$ 0.00
Subsequent Activation (per line)	\$ 0.00

- (1) Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.
- (2) Connection charges apply as specified in this tariff.

NOTE: Business customers electing either service 90 days after the establishment of service will be charged \$9.00.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D)

## 5.12 ENHANCED 911 EMERGENCY SERVICES (911)

E911 Service allows Customers to reach appropriate emergency services including police, fire and hospital. E911 has the ability to selectively route an emergency call to the primary E911 provider so that it reached the correct emergency service located closer to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

## 5.13 OPTIONAL INVOICE ELEMENTS

## 5.13.1 General

A customer's invoice information is presented in paper or electronic format as chosen by the customer. Upon customer request, additional copies of the invoice or bill reprints will be provided if available at the per page rates listed below as well as an additional service fee. If the customer elects to receive the additional copy or reprint in CD format, only the service fee will apply

## Rates

A customer can choose a one-page summary with a remittance slip for no charges. All other paper invoice reprint charges are as follows:

	Charge
2—4 pages	\$10.00
5—19 pages	\$15.00
20+ pages	\$20.00
Service Fee	\$30.00

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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## SECTION 6 - CONNECTION CHARGES

## 6.1 CONNECTION CHARGES

## 6.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

The Connection Charge is comprised of two charges:

- A. Service Order;
- B. Premises Visit

Both charges may not be applicable in all cases.

The general application of these charges is as follows:

- A. Customers are billed applicable Service Order Charges when the Company receives, records and processes information in connection with a Customer request to add or change existing services. Service Order Charges apply to Customers who order new service or features, discontinue services or features, request telephone number changes, or transfer service from one premises to another.

Service Order Charges also apply to service requests, including but not limited to, reconnection of existing service, temporary suspension of service, name changes on an account, or when service is required at the Customer's premises.

- B. A Premises Visit charge applies per customer order when the company must dispatch an employee to complete a customer-requested installation or service change. Only one charge applies per customer order.

SECTION 6 - CONNECTION CHARGES (CONT'D)

6.1 CONNECTION CHARGES (CONT'D)

6.1.1 General (Cont'd)

- C. Service Calls: When a Customer reports trouble to the Company and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until work is completed. Time billed in 15 minute increments

Per hour rate per technician: \$ 100.00

- D. Central Office Line charge:
  - Up to 99 line \$ 43.00
  - 100 + lines \$ 30.00

6.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- C. The Company may from time to time waive or reduce the charge as part of a promotion.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 6 - CONNECTION CHARGES (CONT'D)

## 6.1 CONNECTION CHARGES (CONT'D)

## 6.1.3 Rates

<u>Non-recurring Charge</u>	<u>Current</u>
Metro Ethernet	\$1,000.00
SDSL	\$449.00
Channel T1	\$300.00
T1 (PRI and Standard)	\$300.00
Dynamic Integrated T1	\$300.00
Equipment Installation	\$125.00
Toll-Free Number	\$5.00*
Toll-Free Number Order Charge	\$10.00

## 6.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff. Restoration of Service Charge(s) is computed based upon the type of service being restored.

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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SECTION 6 - CONNECTION CHARGES (CONT'D)

6.3 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

6.4 RECORD ORDER CHARGE

A Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests for the following.

- A. addition of directory listings
- B. change in listed name
- C. change of address
- D. change of billing party
- E. change in listed service to non-published service, not involving a change of telephone number.

A Record Order Charge does not apply when a Service Order charge also applies.

6.4.1 Rate

Charge per Billing Telephone Number: \$30.00

SECTION 6 - CONNECTION CHARGES (CONT'D)

6.5 CHARGES ASSOCIATED WITH PREMISE VISIT

6.5.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

6.5.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 6 - CONNECTION CHARGES (CONT'D)

6.5 CHARGES ASSOCIATED WITH PREMISE VISIT (CONT'D)

6.5.3 Inside Wire Maintenance and Installation

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

A. Inside Wire Installation Charge

Charge to be billed will be based on the actual time and materials charges incurred when a customer requests new wire and jack installation or requests existing wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

B. Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a customer requests wire and jack maintenance. Charge to be billed will be based on the actual time and materials charges incurred when a customer requests maintenance of wiring.

6.5.4 Line Installation Charges

New Line Installation Charge, first line	\$83.25
New Line Installation Charge, additional line	\$25.00
Remote Call Forward Line Install	\$11.52

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 7 – MISCELLANIOUS SERVICES &amp; RATES

## 7.1 TELEPHONE RELAY SERVICE

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

## 7.2 UNIVERSAL SERVICE FUND

The Universal Service Fund has been established to help pay for keeping local phone rates affordable for low income customers. The amount of the surcharge will be consistent with the rate set by the Commission from time to time.

## 7.3 CARRIER COST RECOVERY FEE

Carrier Cost Recovery Fee will be assessed to all Business Customers. This assessment will help recover increased network access costs due to regulatory changes. The monthly fee is equal to 2.5% of the Monthly Recurring Charges.

## 7.4 EMERGENCY CONTACT SERVICE

## 7.4.1 Description

Emergency Contact Service (ECS) allows the Emergency 911 center to view the exact number or extension of the calling party within the premises of the Customer. This will direct the 911 dispatcher to the exact section and floor of the building from which the call originated. Customers who request ECS will provide the Company with a callback number for each DID number owned by the Customer. This callback number will then be incorporated into the 911 database for use by the Emergency 911 center.

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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SECTION 7 – MISCELLANEOUS SERVICES & RATES (CONT'D)

7.4 EMERGENCY CONTACT SERVICE (CONT'D)

7.4.2 Availability

Emergency Contact Service is only available upon request and to those customers that support an ISDN PRI trunk.

7.4.3 Provisions of this service are at the sole discretion of the Customer. The Company assumes no liability for provision of this service except that covered for refunds in the event of service outage.

7.4.4 The Customer is responsible for providing accurate information relating to the location/locations of end-users Customers who request this service are required to provide the Company with a callback number for each direct inward dialing (DID) number owned by the Customer and are responsible for association of that number with an office location, suite location or other internal type location peculiar to the Customer's business address. This callback number will then be incorporated into the 911 database for use by the Emergency 911 center. The Customer is solely responsible to the Company for updates if any of the information provided is altered in any way

7.4.5 Rate and Charges

Monthly Recurring Charge:	\$30.00
Installation Fee:	\$150.00

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 8 - PROMOTIONAL OFFERINGS

## 8.1 SERVICE AND PROMOTIONAL TRIALS

## 8.1.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

## 8.1.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.

SECTION 8 - PROMOTIONAL OFFERINGS (CONT'D)

8.1 SERVICE AND PROMOTIONAL TRIALS (CONT'D)

8.1.2 Regulations (Cont'd)

- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 9 - SPECIAL ARRANGEMENTS

9.1 SPECIAL CONSTRUCTION

9.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of (a), (b), and (c).

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1. equipment and materials provided or used;
  - 2. engineering, labor, and supervision;
  - 3. transportation; and
  - 4. rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.

SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D)

9.1 SPECIAL CONSTRUCTION (CONT'D)

9.1.2 Basis for Cost Computation (Cont'd)

- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

9.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
  - 2. license preparation, processing, and related fees;
  - 3. tariff preparation, processing and related fees;
  - 4. cost of removal and restoration, where appropriate; and
  - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

## SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D)

## 9.1 SPECIAL CONSTRUCTION (CONT'D)

## 9.1.3 Termination Liability (Cont'd)

- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.2 preceding shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

## 9.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

## 9.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contact Customer as specified in each individual contract. The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D)

9.4 SERVICE CALLS

When a Customer reports trouble to the Company and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until work is completed. Time billed in 15-minute increments.

Per hour rate per technician: \$100.00

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 10 – DIRECTORY LISTINGS

## 10.1 DIRECTORY LISTING SERVICE

## 10.1.1 General

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Customer Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

- A. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one listing is required to properly list the Customer, no additional charge is made.
- B. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- C. Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only Government listings in the Government section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- D. In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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## SECTION 10 – DIRECTORY LISTINGS (CONT'D)

## 10.1 DIRECTORY LISTING SERVICE (CONT'D)

## 10.1.1 General (Cont'd)

- E. Directory listing are provided in connection with each Customer service as specified herein
1. Primary Listing: A primary listing contains the name of the Customer, or the name under which a business regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge
  2. Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.
  3. Nonpublished Listings: Listings that are neither printed in directories nor available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records subject to the provisions set forth in this tariff.
  4. Non-directory Listed Numbers: A non-directory listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.
  5. Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

Issued: December 12<sup>th</sup>, 2011Effective: December 12<sup>th</sup>, 2011

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## SECTION 10 – DIRECTORY LISTINGS (CONT'D)

## 10.1 DIRECTORY LISTING SERVICE (CONT'D)

## 10.1.1 General (Cont'd)

## E. (Cont'd)

6. Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

## a. All Customers:

	<u>Per Listing or Per Number Charge</u>
Primary Listing	N/C
Additional Listing	\$ 5.00
Non-directory Listed Number	\$2.50 (per line)
Non-Published Number	\$2.50 (per line)
Foreign Listing	\$2.75
Reference Listing	\$ 3.00

For non-recurring charges associated with a customer-initiated change in a directory listing, see Service Order and Change Charges Section 5 of this tariff.

## 10.2 LIABILITY OF THE COMPANY FOR ERRORS

## 10.2.1 General

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Price list, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

## 10.2.2 Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

Issued: December 12<sup>th</sup>, 2011

Effective: December 12<sup>th</sup>, 2011

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SECTION 10 - DIRECTORY (CONT'D)

10.2 LIABILITY OF THE COMPANY FOR ERRORS (CONT'D)

10.2.2 Allowance for Errors (Cont'd)

- A. Free Listings  
For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs.  
The Company may issue the credit in a lump sum if it chooses to do so.
- B. Charge Listings  
For each additional or charge published directory listing, credit shall be given at the monthly price list rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.
- C. Operator Records  
For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.