



October 17, 2011  
Via Overnight Delivery

Commission Secretary  
Utah Public Service Division  
Heber M. Wells Building  
160 East 300 South Street  
Salt Lake City, Utah 84111

**RE: Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications -  
Application for a Certificate of Public Convenience and Necessity to Provide Resold and  
Facilities-Based Local Exchange Services Within the State of Utah**

Dear Sir/Madame:

Enclosed for filing are the original and five (5) copies of the above-referenced application submitted on behalf of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications. Also enclosed is a check for \$100.00 to cover the filing fee and a copy of the application on CD Rom.

Spectrotel is requesting confidential treatment of the financial data, required as part of this Application. Due to the competitive nature of the telecommunications industry, Spectrotel respectfully requests that this information only be inspected by Staff directly associated with the Application and be kept from public disclosure as it contains highly sensitive and proprietary information.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing may be directed to me attention at 407-740-3031 or via email to sthomas@tminc.com. Thank you for your assistance.

Sincerely,

Sharon Thomas  
Consultant to Spectrotel, Inc.

*ST/im.*  
*Enclosure*

cc: J. Mullin, Spectrotel, Inc. (Ecopy)  
file: Spectrotel - UT Local  
tms: UT11100

**BEFORE THE  
UTAH PUBLIC SERVICE COMMISSION**

Application of	)	
<b>Spectrotel, Inc. d/b/a OneTouch Communications</b>	)	Docket No.
<b>d/b/a Touch Base Communications</b>	)	
For a Certificate of Public Convenience and	)	
Necessity to Provide Resold and Facilities-Based	)	
Local Exchange Services within the State of Utah	)	

**APPLICATION**

Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications ("Spectrotel" or "Applicant"), by its undersigned officer and pursuant to Chapter 8b of Title 54 of the Utah Code; the Commission's Rules of Practice and Procedure, Utah Admin. Code § 746-100 et seq.; and the federal Telecommunications Act of 1996, 47 U.S.C. § 151 et seq., hereby applies to the Utah Public Service Commission for a certificate of public convenience and necessity authorizing Applicant to operate as a provider of resold and facilities-based local exchange telecommunications services in the State of Utah.

In support of its application, Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications provides the following information:

**1. GENERAL INFORMATION:**

**Corporate Information:**

- A. Applicant's legal name is Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications. Applicant may be reached at its principal place of business:

Spectrotel, Inc. d/b/a OneTouch Communications  
d/b/a Touch Base Communications  
3535 State Highway 66, Suite 7  
Neptune, NJ 07753  
Telephone: (732) 345-7000  
Facsimile: (732) 345-7893

- B. Spectrotel, Inc. was incorporated on February 29, 2000, under the laws of the State of Delaware. Copies of Spectrotel's certificate of formation and its certificate of good standing as a foreign corporation in Utah are attached hereto as **Exhibit A**.

**Contact Information:**

Correspondence or communications pertaining to this Application should be directed to:

Sharon Thomas, Consultant to Spectrotel, Inc.  
d/b/a OneTouch Communications d/b/a Touch Base Communications  
Technologies Management, Inc.  
2600 Maitland Center Parkway, Suite 300  
Maitland, FL 32751  
Telephone: (407) 740-3031  
Facsimile: (407) 740 - 0613  
E-mail: sthomas@tminc.com

Questions concerning the ongoing operations of Applicant following certification should be directed to:

Ross Artale, Chief Operating Officer  
Spectrotel, Inc.  
d/b/a OneTouch Communications d/b/a Touch Base Communications  
3535 State Highway 66, Suite 7  
Neptune, NJ 07753  
Telephone: (732) 345-7000  
Facsimile: (732) 345-7893  
E-mail: rartale@spectrotel.com

Applicant's registered agent in the State of Utah is:

National Registered Agents, Inc.

**Customer Service Information:**

Spectrotel's toll-free number for customer inquiries for business customers is (888) 773-9722 and (888) 700-5850 for residential customers.

**2. R746-349-3(A)(2) Proof of bond in the amount of \$100,000**

This bond is intended to provide security for customer deposits or other liabilities to telecommunications customers of the Applicant. Spectrotel does not plan to collect customer deposits or offer any prepaid services in Utah. Spectrotel hereby requests a waiver of this bond requirement.

**3. R746-349-3(A)(3) Construction of Acquisition of Facilities**

Spectrotel does not currently own property in the State of Utah and does not plan to construct any facilities in the state. Spectrotel will provide local exchange services through resale or unbundled interconnection with the Incumbent Local Exchange Carrier ("ILEC").

**4. R746-349-3(A)(4) Services to be offered**

The Applicant initially proposes to provide local service using unbundled network combinations available from the incumbent local exchange company (ILEC) and via resold services. Interexchange toll services will be provided via resale.

**(a) R746-349-3(A)(4)(a) Classes of customers**

Spectrotel proposes to offer its services to both business and residential customers.

**(b) R746-349-3(A)(4)(b) Location of service**

Spectrotel's initial focus will be in the service territory of Qwest Corporation.

**5. R746-349-3(A)(5) Access to standard services**

Spectrotel will provide access to local exchange, toll, operator services, directory assistance, directory listings, and emergency services such as 911 and E911 either through facilities-based interconnection or resale services purchased directly from the ILEC.

**6. R746-349-3(A)(6) Implementation schedule**

Spectrotel intends to initiate its operations in Utah upon receipt of authority and execution of an interconnection agreement with Qwest.



7      **R746-349-3(A)(7)      Professional experience and education of managerial personnel and personnel responsible for Utah operations**

Spectrotel does not plan to operate an office within Utah. Applicant's current management team from its headquarters in Neptune, NJ will handle responsibility for Utah operations. Descriptions of the extensive telecommunications and managerial experience of Spectrotel's key personnel are attached hereto as **Exhibit B**.

8.      **R746-349-3(A)(8)      Organization Chart**

Please see Exhibit B. for managerial team responsible for Utah operations.

9.      **R746-349-3(A)(9)      Chart of accounts**

Spectrotel's chart of accounts including account numbers, names, and brief descriptions is attached hereto as **Exhibit C**.

10.     **R746-349-3(A)(10)      Financial Statements**

Included are the most recent balance sheet and income statements, which demonstrate that the Applicant has sufficient resources to initiate operations and provide the services for which it seeks authority.

(a)      **R746-349-3(A)(10)(a) Balance Sheet, Income Statement and Cash flow Statement**

See (10) above.

(b)      **R746-349-3(A)(10).(b) Letter from Management**

Not Applicable

(c)      **R746-349-3(A)(10)(c) Start-up Company**

Not applicable. Spectrotel has been providing local and long distance services in several states since 2000.

(d)      **R746-349-3(A)(10)(d) Parent company financials**

Not applicable.

**11. R746-349-3(A)(11) Additional Financial Statements**

**(a) R746-349-3(A)(11)(a) Positive net worth**

**(b) R746-349-3(A)(11)(b) Income and cash flow statements**

**(c) R746-349-3(A)(11)(c) Proof of bond**

Applicant requests a waiver as the company does not solicit customer deposits or offer any prepaid telecommunications services.

**12. R746-349-3(A)(12) Five-year Projection**

**(a) R746-349-3(A)(12)(a) Proforma income and cash flow statements**

See **Exhibit E** for financial projections.

**(b) R746-349-3(A)(12)(b) Technical Description**

Not applicable. The Company intends to provide service through the use of resold and facilities-based interconnection services.

**(c) R746-349-3(A)(12)(c) Detailed Maps of Facilities Locations**

Not applicable. Spectrotel does not have physical facilities nor does it plan to construct such facilities in Utah.

**13. R746-349-3(13) Implementation schedule**

The Company will enter into negotiations with Qwest Communications for a region wide interconnection/commercial agreement as soon as the Commission approves Spectrotel's application to operate as a local exchange telecommunications service provider in the State of Utah. The Company intends to offer service in Utah upon a valid request from customers in its target market.

**14. R746-349-3(A)(14) Technical and managerial abilities**

Spectrotel's officers have the necessary managerial and technical resources and qualifications necessary to execute its business plan and to provide its proposed telecommunications services. Spectrotel's management team has extensive experience in the telecommunications industry. Biographies of Spectrotel's key personnel are attached hereto as **Exhibit B**.

Spectrotel will initially utilize resold services and combinations of network elements provided by the underlying carrier(s). Underlying carriers will perform switching, routing and call completion functions. Company personnel have experience working with underlying carriers of long distance and local services. Applicant's technical and managerial personnel are well qualified to direct the delivery and billing of the proposed services.

See **Exhibit F** for a list of states where Applicant has received authority to provide intrastate facilities-based and resold local exchange services and interexchange services and where the Applicant has applications currently pending. Spectrotel has never been denied authority in any state.

**(a) R746-349-3(A)(14)(a) Proof of Certification**

Please see **Exhibit F**.

**(b) R746-349-3(A)(14)(b) Experience**

Not applicable.

**15. R746-349-3(A)(15) Public interest**

Approval of Spectrotel's application will serve the public interest by creating greater competition in the local exchange marketplace. The public convenience and necessity, therefore, will be served by the issuance of a Certificate of Public Convenience and Necessity to Applicant authorizing it to provide the services described in this application.

**16. R746-349-3(A)(16) Proof of Authority to Conduct Business in Utah**

Please see **Exhibit A**.

**17. R746-349-3(A)(17) Unauthorized switching, solicitation of new customers, and prevention of unauthorized switching**

Spectrotel will comply with Utah law and the Federal Communications Commission's ("FCC's") regulations regarding how interexchange carriers may change a consumer's Primary Interchange Carrier ("PIC"). Spectrotel will also comply with the FCC's regulations regarding how carriers may change a consumer's primary local exchange provider.

**(a) R746-349-3(A)(17)(a) Sanctions**

Spectrotel has never had sanctions imposed against it for unauthorized switching.

**(b) R746-349-3(A)(17)(b)**

Not applicable.

**(c) R746-349-3(A)(17)(c)**

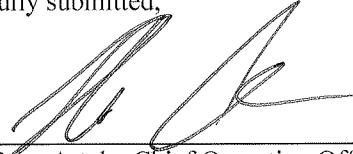
Not applicable.

**18. R746-349-3(A)(18) Applicant's written policies**

Applicant utilizes company sales representatives to market its services. The company's marketing plan for Utah will be limited in nature. As such, the Company's exposure to unauthorized switching of customers is almost non-existent. The Company will comply with all FCC and state requirements regarding solicitation and authorization for preferred carrier changes.

WHEREFORE, Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, respectfully requests that the Utah Public Service Commission issue a Certificate of Public Convenience and Necessity authorizing Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications to provide resold and facilities-based local exchange telecommunications services in the State of Utah.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ross Artale', written over a horizontal line.

Ross Artale, Chief Operating Officer  
Spectrotel, Inc. d/b/a OneTouch  
Communications d/b/a Touch Base  
Communications

Dated:

7/29/2011

## **LIST OF EXHIBITS**

EXHIBIT A	Certificate of Formation and Certificate of Good Standing in Utah
EXHIBIT B	Managerial and Technical Qualifications
EXHIBIT C	Chart of Accounts
EXHIBIT D	Financial Statements
EXHIBIT E	Five-Year Projection of Expected Operations
EXHIBIT F	Evidence of Certification in Other Jurisdictions
EXHIBIT G	Proposed Tariff
VERIFICATION	

**EXHIBIT A**

**Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications**

Certificate of Formation and  
Certificate of Good Standing in Utah



Francine Giani  
Executive Director  
Department of Commerce

Gary Herbert  
Governor  
State of Utah

Kathy Berg  
Director  
Division of Corporations  
& Commercial Code

STATE OF UTAH  
DEPARTMENT OF COMMERCE  
*DIVISION OF CORPORATIONS & COMMERCIAL CODE*  
CERTIFICATE OF REGISTRATION

NATIONAL REGISTERED AGENTS, INC.  
**SPECTROTEL, INC.**  
2778 W SHADY BEND LANE  
LEHI UT 84043-5676

Access Code  
Code: 4835675



State of Utah  
Department of Commerce  
Division of Corporations & Commercial Code

**CERTIFICATE OF REGISTRATION**

**Corporation - Foreign - Profit**

This certifies that **SPECTROTEL, INC.** has been filed and approved on **June 29, 2011** and has been issued the registration number **8037649-0143** in the office of the Division and hereby issues this Certification thereof.

KATHY BERG  
Division Director

\*The Access Code is used for Online Applications used by this Division only.





Francine Giani  
*Executive Director*  
Department of Commerce

Gary Herbert  
*Governor*  
State of Utah

Kathy Berg  
*Director*  
Division of Corporations  
& Commercial Code

STATE OF UTAH  
DEPARTMENT OF COMMERCE  
*DIVISION OF CORPORATIONS & COMMERCIAL CODE*  
CERTIFICATE OF REGISTRATION

NATIONAL REGISTERED AGENTS, INC.  
TOUCH BASE COMMUNICATIONS  
2778 W SHADY BEND LANE  
LEHI UT 84043-5676

Access Code  
Code: 4835787



State of Utah  
Department of Commerce  
Division of Corporations & Commercial Code

CERTIFICATE OF REGISTRATION

DBA

This certifies that **TOUCH BASE COMMUNICATIONS** has been filed and approved on **June 29, 2011** and has been issued the registration number **8038125-0151** in the office of the Division and hereby issues this Certification thereof.

KATHY BERG  
Division Director

\*The Access Code is used for Online Applications used by this Division only.

# Delaware

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## The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "SPECTROTEL, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-NINTH DAY OF FEBRUARY, A.D. 2000, AT 9 O'CLOCK A.M.

CERTIFICATE OF DESIGNATION, FILED THE THIRD DAY OF APRIL, A.D. 2000, AT 6 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE FOURTH DAY OF APRIL, A.D. 2000, AT 1 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWELFTH DAY OF AUGUST, A.D. 2002, AT 9 O'CLOCK A.M.

RESTATED CERTIFICATE, CHANGING ITS NAME FROM "PLAN B COMMUNICATIONS, INC." TO "SPECTROTEL, INC.", FILED THE ELEVENTH DAY OF OCTOBER, A.D. 2002, AT 11:30 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE EIGHTH DAY OF MAY, A.D. 2003, AT 1:11 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE



3185104 8100H

110764720

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8865573

DATE: 06-27-11

# Delaware

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*The First State*

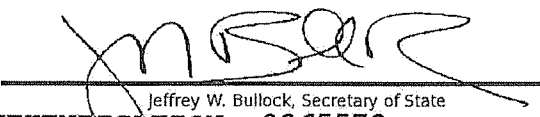
AFORESAID CORPORATION, "SPECTROTEL, INC.".



3185104 8100H

110764720

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8865573

DATE: 06-27-11

CERTIFICATE OF INCORPORATION

OF

PLAN B COMMUNICATIONS, INC.

(Under Section 102 of the General Corporation Law)

It is hereby certified:

FIRST: The name of the corporation is Plan B Communications, Inc. (the "Corporation").

SECOND: The registered office of the Corporation is to be located at 15 East North Street, City of Dover, County of Kent, State of Delaware 19901. The name of its registered agent at that address is United Corporate Services, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall be authorized to issue is 55,000,000, of which 50,000,000 shall be designated as Common Stock with a par value of \$.001 per share, and 5,000,000 shall be designated as Preferred Stock with a par value of \$.001 per share.

The Board of Directors may divide the Preferred Stock into any number of series, fix the designation and number of shares of each such series, and determine or change the designation, relative rights, preferences, and limitations of any series of Preferred Stock. The Board of Directors (within the limits and restrictions of any resolutions adopted by it originally fixing the number of shares of any series of Preferred Stock) may increase or decrease the number of shares initially fixed for any series, but no such decrease shall reduce the number below the number of shares then outstanding and shares duly reserved for issuance.

FIFTH: The name of the incorporator is Orlando Figueroa. His mailing address is c/o Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10154-0037.

SIXTH: The election of directors need not be by written ballot, unless the by-laws so provide.

SEVENTH: No stockholder shall bring any action against the Corporation or any officer or director of the Corporation (in their respective capacities), unless such stockholder and any person controlling such stockholder shall have entered an agreement with the Corporation, reasonably satisfactory to it, requiring the losing party, and any person controlling the stockholder, if the stockholder shall be the losing party, to pay to the prevailing party the attorneys' fees and expenses incurred by the prevailing party in such action. This Article SEVENTH shall not apply to any claim arising before the Corporation shall have first filed a

registration statement with respect to a class of equity security under the Securities Act of 1933 or the Securities Exchange Act of 1934 ("Exchange Act"). As used in this Article SEVENTH, the term "person" shall have the meaning given it in Section 13(d) of the Exchange Act, and the term "controlling" shall have the meaning given it in Rule 12b-2 under the Exchange Act.

EIGHTH: The Board of Directors shall have power without the assent or vote of the stockholders to make, alter, amend, change, add to or repeal the By-Laws of the Corporation.

NINTH: The Corporation shall indemnify and advance expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as amended from time to time, each person who is or was a director or officer of the Corporation and the heirs, executors and administrators of such a person.

TENTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware, may, on application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or a class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

ELEVENTH: The personal liability of directors of the Corporation is hereby eliminated to the full extent permitted by Section 102(b)(7) of the General Corporation Law of the State of Delaware as the same may be amended and supplemented.

TWELFTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, this Certificate has been subscribed to this 29<sup>th</sup> day of February, 2000 by the undersigned, who affirms that the statements made herein are true under the penalty of perjury.

/s/ Orlando Figueroa  
Orlando Figueroa  
Incorporator  
Loeb & Loeb LLP  
345 Park Avenue  
New York, New York 10154-0037

CERTIFICATE OF DESIGNATION, PREFERENCES  
AND RIGHTS OF SERIES A CONVERTIBLE  
PREFERRED STOCK

-OF-

PLAN B COMMUNICATIONS, INC.

Plan B Communications, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), by its President and Secretary, does hereby certify that, pursuant to authority conferred upon the Board of Directors by Article Fourth of the Certificate of Incorporation of the Company, authorizing a class of 5,000,000 shares of preferred stock of the Company, the Board of Directors of the Company, by unanimous written consent, has duly adopted resolutions providing for the issuance out of such class of a series of up to 550,000 shares of Series A Convertible Preferred Stock at an issuance price of \$30.00 per share (the "Original Purchase Price") and setting forth the voting powers, designation, preferences and relative, participating, optional and other special rights, and the qualifications, limitations and restrictions thereof, which resolution is as follows:

RESOLVED, that pursuant to the authority vested in the Board of Directors of the Company in accordance with the provisions of its Articles of Incorporation, as amended, there be, and hereby is, created out of the class of 5,000,000 shares of preferred stock of the Company authorized in of Article Fourth of its Certificate of Incorporation, a series of preferred stock of the Company with the following voting powers, designation, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions:

1. Designation and Number of Shares. 550,000 shares of preferred stock (the "Shares") are hereby designated as Series A Convertible Preferred Stock (the "Series A Preferred Stock").

2. Rank. The Series A Preferred Stock shall rank: (i) junior to any other class or series of capital stock of the Corporation hereafter created specifically ranking by its terms senior to the Series A Preferred Stock (the "Senior Securities"); (ii) prior to all of the Corporation's common stock, \$.001 par value per share (the "Common Stock"); (iii) prior to any class or series of capital stock of the corporation hereafter created not specifically ranking by its terms senior to or on parity with the Series A Preferred Stock (collectively, with the Common Stock, "Junior Securities"); and (iv) on parity with the Series A Preferred Stock of the Corporation and any class or series of capital stock of the Corporation hereafter created specifically ranking by its terms on parity with the Series A Preferred Stock (the "Parity Securities"), in each case as to the distribution of assets upon liquidation, dissolution or winding up of the Corporation. The Corporation may issue, in the future, without the consent of holders of the Series A Preferred Stock, other Senior, Junior or Parity Securities.

3. Liquidation.

(a) Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary ("Liquidation"), the holders of record of the shares of the Series A Preferred Stock shall be entitled to receive, immediately after any distributions to Senior Securities required by the Corporation's Certificate of Incorporation and any certificate(s) of designation, powers, preferences and rights, and before and in preference to any distribution or payment of assets of the Corporation or the proceeds thereof may be made or set apart for the holders of Junior Securities, an amount in cash equal to \$100.00 per share, subject to adjustment in the event of stock splits, combinations or similar events (the "Liquidation Value"). If, upon such Liquidation, the assets of the Corporation available for distribution to the holders of Series A Preferred Stock and any Parity Securities shall be insufficient to permit payment in full to the holders of the Series A Preferred Stock and Parity Securities, then the entire assets and funds of the Corporation legally available for distribution to such holders and the holders of the Parity Securities then outstanding shall be distributed ratably among the holders of the Series A Preferred Stock and Parity Securities based upon the proportion the total amount distributable on each share upon liquidation bears to the aggregate amount available for distribution on all shares of the Series A Preferred Stock and of such Parity Securities, if any.

(b) Upon the completion of the distributions required by subparagraph (a) of this Paragraph 2, if assets remain in the Corporation, they shall be distributed to holders of Junior Securities in accordance with the Corporation's Certificate of Incorporation and any certificate(s) of designation, powers, preferences and rights.

(c) For purposes of this Paragraph 3, a merger or consolidation or a sale of all or substantially all of the assets of the Corporation shall be considered a Liquidation except in the event that in such a transaction, the holders of the Series A Preferred Stock receive securities of the surviving corporation having substantially similar rights as the Series A Preferred Stock.

4. Dividends. Subject to the rights of any other series of Preferred Stock that may from time to time come into existence, the holders of shares of Series A Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, ratably with any declaration or payment of any dividend with holders of the Common Stock or other junior securities of this Corporation, when, as and if declared by the Board of Directors, based on the number of shares of Common Stock into which each share of Series A Preferred Stock is then convertible.

5. Conversion Rights. Each holder of record of shares of the Series A Preferred Stock shall have the right to convert all or any part of such holder's share of Series A Preferred Stock into Common Stock as follows:

(a) Optional Conversion. Subject to and upon compliance with the provisions of this Section 5, the holder of any shares of Series A Preferred Stock shall have the right at such holder's option, at any time or from time to time, to convert any of such shares of Series A Preferred Stock into fully paid and nonassessable shares of Common Stock at the Conversion Price (as defined in Section (5)(c) below) in effect on the Conversion Date (as defined in Section 5(d) below) upon the terms hereinafter set forth.



(b) Automatic Conversion. Each outstanding share of Series A Preferred Stock shall automatically be converted, without any further act of the Corporation or its stockholders, into fully paid and nonassessable shares of Common Stock at the Conversion Price then in effect: (i) upon the closing of a public offering or private placement of the Company's securities raising gross proceeds in excess of \$15 million and, in the case of a private placement, at a per share price of more than \$12.00 (a "Qualified Offering"); (ii) at such time as the closing bid price for the Common Stock of the Company has equaled at least 300% the Conversion Price for a period of 20 consecutive trading days, provided that the Common Stock of the Company is trading on a national securities exchange or the Nasdaq Small Cap or National Market System, and the Conversion Shares are fully registered for resale and not subject to any lock-up provisions; or (iii) at such time as 80% of the total number of Preferred Shares issued by the Corporation have converted to Common Stock.

(c) Conversion Price. Each share of the Series A Preferred Stock shall be convertible into that number of fully paid and non-assessable shares of Common Stock of the Company equal to the Original Purchase Price divided by the conversion price in effect at the time of conversion (the "Conversion Price"), determined as hereinafter provided. The Conversion Price shall initially be \$3.00 per share; provided, however, that in the event the average closing price of the Company's Common Stock, if publicly traded, is less than the Conversion Price during the 20 trading days preceding the first anniversary of the first date a share of Series A Preferred Stock was issued, the Conversion Price will be reset to such lower price. The number of shares of Common Stock into which each share of Preferred Stock is convertible is herein referred to as the "Conversion Rate." The Conversion Price shall be subject to adjustment as set forth in Section 6 hereof.

(d) Mechanics of Conversion. Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the Series A Preferred Stock, and shall give written notice to the Company at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Company shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series A Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Conversion shall be deemed to have been effected on the date when delivery of notice of an election to convert and certificates for shares is made in accordance with Section 5(a) or on the date of the occurrence of an event specified in Section 5(b), as the case may be, and such date is referred to herein as the "Conversion Date." All Common Stock which may be issued upon conversion of the Series A Preferred Stock will, upon issuance, be duly issued, fully paid and non-assessable and free from all taxes, liens, and charges with respect to the issuance thereof. At all times that any shares of Series A Preferred Stock are outstanding, the Company shall have authorized and shall have reserved for the purpose of issuance upon such conversion into Common Stock of all Series A Preferred Stock, a sufficient number of shares of Common Stock to provide for the conversion of all outstanding shares of Series A Preferred Stock at the then effective Conversion Rate. Without limiting the generality of the foregoing, if, at any time, the Conversion Price is decreased, the number of shares of Common Stock authorized and reserved

for issuance upon the conversion of the Series A Preferred Stock shall be proportionately increased.

(e) Conversion Price Adjustments. The Conversion Price shall be subject to the adjustment provisions of Section 6 below.

(f) Fractional Shares. No fractional shares or scrip representing fractional shares of Common Stock shall be issued upon the conversion of the Series A Preferred Stock. In lieu of any fractional shares to which a holder would otherwise be entitled, the Corporation shall pay cash, equal to such fraction multiplied by the closing price (as defined in Section 6(h) hereof) of the Common Stock on the day of conversion

6. Anti-Dilution Provisions. The Conversion Price in effect at any time and the number and kind of securities issuable upon the conversion of the Series A Preferred Stock shall be subject to adjustment from time to time upon the happening of certain events as follows:

(a) In case the Company shall hereafter (i) declare a dividend or make a distribution on its outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide or reclassify its outstanding shares of Common Stock into a greater number of shares, or (iii) combine or reclassify its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Conversion Price by a fraction, the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

(b) In case the Company shall fix a record date for the issuance of rights or warrants to all holders of its Common Stock entitling them to subscribe for or purchase shares of Common Stock (or securities convertible into Common Stock) at a price (the "Subscription Price") (or having a conversion price per share) less than the Conversion Price on such record date, the Conversion Price shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the record date of such issuance by a fraction, the numerator of which shall be the sum of the number of shares of Common Stock outstanding on the record date and the number of additional shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered (or the aggregate conversion price of the convertible securities so offered) would purchase at the Conversion Price in effect immediately prior to the record, and the denominator of which shall be the sum of the number of shares of Common Stock outstanding on such record date and the number of additional shares of Common Stock offered for subscription or purchase (or into which the convertible securities so offered are convertible). Such adjustment shall be made successively whenever such rights or warrants are issued and shall become effective immediately after the record date for the determination of shareholders entitled to receive such rights or warrants; and to the extent that shares of Common Stock are not delivered (or securities convertible into Common Stock are not delivered) after the expiration of such rights or warrants the Conversion Price shall be readjusted to the Conversion Price which would then be in effect

had the adjustments made upon the issuance of such rights or warrants been made upon the basis of delivery of only the number of shares of Common Stock (or securities convertible into Common Stock) actually delivered.

(c) In case the Company shall hereafter distribute to the holders of its Common Stock evidences of its indebtedness or assets (excluding cash dividends or distributions and dividends or distributions referred to in Subsection (a) above) or subscription rights or warrants (excluding those referred to in Subsection (b) above), then in each such case the Conversion Price in effect thereafter shall be determined by multiplying the Conversion Price in effect immediately prior to the distribution date by a fraction, the numerator of which shall be the total number of shares of Common Stock outstanding multiplied by the current market price per share of Common Stock, less the fair market value (as determined by the Company's Board of Directors) of said assets or evidences of indebtedness so distributed or of such rights or warrants, and the denominator of which shall be the total number of shares of Common Stock outstanding multiplied by such current market price per share of Common Stock. Such adjustment shall be made successively whenever such a record date is fixed. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date for the determination of shareholders entitled to receive such distribution.

(d) In case the Company shall hereafter issue shares of its Common Stock (excluding shares issued (i) in any of the transactions described in Subsection (a) above, (ii) upon exercise of options granted to the Company's officers, directors, employees and consultants under a plan or plans adopted by the Company's Board of Directors and approved by its shareholders, if such shares would otherwise be included in this Subsection (d), (but only to the extent that the aggregate number of shares excluded hereby and issued after the date hereof, shall not exceed 15% of the Company's Common Stock outstanding, on a fully diluted basis, at the time of any option issuance), (iii) upon exercise of options, warrants, convertible securities and convertible debentures outstanding as of the final closing of the Private Placement, a Qualified Offering, or conversion of the Shares, (iv) to shareholders of any corporation which merges into the Company in proportion to their stock holdings of such corporation immediately prior to such merger, upon such merger, (v) issued in a private placement through Commonwealth Associates, L.P., as placement agent, or upon exercise or conversion of any securities issued in or in connection with such a private placement (including agent, consulting or advisory warrants), (vi) issued in a private placement where the Offering Price (as defined below) is at least 90% of the current market price, (vii) issued in a bona fide public offering pursuant to a firm commitment underwriting, or (viii) issued in connection with an acquisition of a business or technology which has been approved by a majority of the Company's outside directors but only if no adjustment is required pursuant to any other specific subsection of this Section 6 (without regard to Subsection (i) below) with respect to the transaction giving rise to such rights) for a consideration per share (the "Offering Price") less than the Conversion Price, the Conversion Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the date of issuance by a fraction, the numerator of which shall be the sum of the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares and the number of shares of Common Stock which the aggregate consideration received for the issuance of such additional shares would purchase at the Conversion Price in effect immediately prior to the date of issuance, and the denominator of which shall be the number of shares of Common Stock outstanding

immediately after the issuance of such additional shares. Such adjustment shall be made successively whenever such an issuance is made.

(e) In case the Company shall hereafter issue any securities convertible into or exchangeable for its Common Stock (excluding securities issued in transactions described in Subsections (b), (c) and (d)(i) through (viii) above) for a consideration per share of Common Stock (the "Exchange Price") initially deliverable upon conversion or exchange of such securities (determined as provided in Subsection (g) below) less than the Conversion Price, the Conversion Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the date of issuance by a fraction, the numerator of which shall be the sum of the number of shares of Common Stock outstanding immediately prior to the issuance of such securities and the number of shares of Common Stock which the aggregate consideration received for such securities would purchase at the Conversion Price in effect immediately prior to the date of issuance, and the denominator of which shall be the sum of the number of shares of Common Stock outstanding immediately prior to such issuance and the maximum number of shares of Common Stock of the Company deliverable upon conversion of or in exchange for such securities at the initial conversion or exchange price or rate. Such adjustment shall be made successively whenever such an issuance is made.

(f) Whenever the Conversion Price is adjusted pursuant to Subsections (a), (b), (c), (d) and (e) above and (j) below, the number of Conversion Shares issuable upon conversion of the Series A Preferred Stock shall simultaneously be adjusted by multiplying the number of Conversion Shares initially issuable upon conversion of the Series A Preferred Stock by the Conversion Price in effect on the date hereof and dividing the product so obtained by the Conversion Price, as adjusted.

(g) For purposes of any computation respecting consideration received pursuant to Subsections (d) and (e) above, the following shall apply:

(i) in the case of the issuance of shares of Common Stock for cash, the consideration shall be the amount of such cash, provided that in no case shall any deduction be made for any commissions, discounts or other expenses incurred by the Company for any underwriting of the issue or otherwise in connection therewith;

(ii) in the case of the issuance of shares of Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as determined in good faith by the Board of Directors of the Company (irrespective of the accounting treatment thereof), whose determination shall be conclusive; and

(iii) in the case of the issuance of securities convertible into or exchangeable for shares of Common Stock, the aggregate consideration received therefor shall be deemed to be the consideration received by the Company for the issuance of such securities plus the additional minimum consideration, if any, to be received by the Company upon the conversion or exchange thereof (the consideration in each case to be determined in the same manner as provided in clauses (i) and (ii) of this Subsection (g)).

(h) For the purpose of any computation under Subsections (c) and (d) above, the current market price per share of Common Stock at any date shall be the current market price per share of Common Stock on any date shall be deemed to be the average of the daily closing prices for the 30 consecutive business days prior to the day in question. The "closing price" for each day shall be the last sales price or in case no sale takes place on such day, the average of the closing high bid and low asked prices, in either case (i) as officially quoted by the Nasdaq SmallCap Market or the Nasdaq National Market or such other market on which the Common Stock is then listed for trading, or (ii) if, in the reasonable judgment of the Board of Directors of the Corporation, the Nasdaq SmallCap Market or the Nasdaq National Market is no longer the principal United States market for the Common Stock, then as quoted on the principal United States market for the Common Stock, as determined by the Board of Directors of the Corporation, or (iii) if, in the reasonable judgment of the Board of Directors of the Corporation, there exists no principal United States market for the Common Stock, then as reasonably determined by the Board of Directors of the Corporation.

(i) No adjustment in the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Subsection (i) are not required to be made shall be carried forward and taken into account in any subsequent adjustment required to be made hereunder. All calculations under this Section 6 shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be. Anything in this Section 6 to the contrary notwithstanding, the Company shall be entitled, but shall not be required, to make such changes in the Conversion Price, in addition to those required by this Section 6, as it shall determine, in its sole discretion, to be advisable in order that any dividend or distribution in shares of Common Stock, or any subdivision, reclassification or combination of Common Stock, hereafter made by the Company shall not result in any Federal Income tax liability to the holders of Common Stock or securities convertible into Common Stock.

(j) No adjustment under Subsections (b), (c), (d) or (e) shall be required for issuances below the Conversion Price if either (i) the current market price is at least 300% of the Conversion Price then in effect and (ii) a registration statement covering the Conversion Shares is in effect and remains in effect for the 90 days after such issuance or Rule 144(k) under the Securities Act of 1933, as amended (the "Act") is available for resale of all of the Conversion Shares or the Company at the time of such issuance has less than \$100,000 in cash and cash equivalents.

(k) Whenever the Conversion Price is adjusted, as herein provided, the Company shall promptly cause a notice setting forth the adjusted Conversion Price and adjusted number of Conversion Shares issuable upon exercise of each share of Series A Preferred Stock, and, if requested, information describing the transactions giving rise to such adjustments, to be mailed to Commonwealth and, within 10 days after any request for such an adjustment by the Holder, to the Holders at their last addresses appearing in the Share Register, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Company may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Company) to make any computation required by this Section 6, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.

(1) In the event that at any time, as a result of an adjustment made pursuant to Subsection (a) above, the Holders of the Series A Preferred Stock thereafter shall become entitled to receive any shares of the Company, other than Common Stock, thereafter the number of such other shares so receivable upon conversion of the Series A Preferred Stock shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Subsections (a) to (g), inclusive above.

7. Voting Rights.

(a) In addition to any other rights provided for herein or by law, the holders of Series A Preferred Stock shall be entitled to vote, together with the holders of Common Stock as one class, on all matters as to which holders of Common Stock shall be entitled to vote, in the same manner and with the same effect as such Common Stock holders. In any such vote each share of Series A Preferred Stock shall entitle the holder thereof to the number of votes per share that equals the number of whole shares of Common Stock into which each such share of Series A Preferred Stock is then convertible.

(b) In the event that the holders of the Series A Preferred Stock are required to vote as a class, the affirmative vote of holders of not less than 50% of the outstanding shares of Series A Preferred Stock shall be required to approve each such matter to be voted upon and if any matter is approved by such requisite percentage of holders of Series A Preferred Stock, such matter shall bind all holders of Series A Preferred Stock.

(c) Each share of the Series A Preferred Stock shall entitle the holder thereof to one vote on all matters to be voted on by the holders of the Series A Preferred Stock as a class, as set forth above.

8. Reissuance. No shares of Series A Preferred Stock which have been converted to Common Stock shall be reissued by the Corporation, provided, however, that any such share, upon being converted and canceled, shall be restored to the status of an authorized but unissued share of preferred stock without designation as to series, rights or preferences and may thereafter be issued as a share of preferred stock not designated as Series A Preferred Stock.

9. Miscellaneous.

(a) There is no sinking fund with respect to the Series A Preferred Stock.

(b) The shares of the Series A Preferred Stock shall not have any preferences, voting powers or relative, participating, optional, preemptive or other special rights except as set forth above in this Certificate of Designation, Preferences and Rights and in the Certificate of Incorporation of the Company.

(c) The holders of the Series A Preferred Stock shall be entitled to receive all communications sent by the Company to the holders of the Common Stock.

(d) The Series A Preferred Stock is not redeemable.

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IN WITNESS WHEREOF, Plan B Communications, Inc. has caused this Certificate to be signed by its President, on this 3rd day of April 2000, and such person hereby affirms under penalty of perjury that this Certificate is the act and deed of Plan B Communications, Inc. and that the facts stated herein are true and correct.

PLAN B COMMUNICATIONS, INC.

By: Richard Yalen  
Richard Yalen, Chief Executive Officer

ATTEST:

Jacob Dayan  
Jacob Dayan, President and Secretary

**CERTIFICATE OF MERGER**

**OF**

**ADVAMTEL, LLC**  
**(a Delaware limited liability company)**

**INTO**

**PLAN B COMMUNICATIONS, INC.**  
**(a Delaware corporation)**

**Pursuant to Section 264(c) of the Delaware General Corporation Law**

The undersigned, being the Surviving constituent entity, hereby sets forth as follows:

**FIRST:** The name of the Surviving constituent entity is Plan B Communications, Inc., a corporation organized under the laws of the State of Delaware.

**SECOND:** The name of the Non-Surviving constituent entity is Advamtel, LLC, a limited liability company organized under the laws of the State of Delaware.

**THIRD:** An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each constituent entity in accordance with Section 264(c) of the General Corporation Law of the State of Delaware.

**FOURTH:** The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving constituent entity, which is located at 655 Shrewsbury Avenue, Suite 302, Shrewsbury, New Jersey 07702.

**FIFTH:** A copy of the Agreement and Plan of Merger will be furnished by the Surviving constituent entity, on request and without cost, to any stockholder, member or other person holding an interest in any constituent entity party to this Certificate of Merger.

**SIXTH:** That the Certificate of Incorporation of the surviving constituent entity shall be its Certificate of Incorporation.



IN WITNESS WHEREOF, this certificate is hereby executed this 4<sup>th</sup> day of  
March, 2000.

PLAN B COMMUNICATIONS, INC.  
(a Delaware corporation)

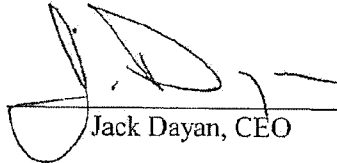
Name: J. DAYAN  
President J. Dayan

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE  
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is Plan B Communications, Inc.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on Aug. 6, 2002

  
\_\_\_\_\_  
Jack Dayan, CEO

FIRST AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
PLAN B COMMUNICATIONS, INC.

(Under Sections 242 and 245 of the General Corporation Law)

Plan B Communications, Inc. (hereinafter called the "Corporation"), organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify as follows:

1. This First Amended and Restated Certificate of Incorporation restates, integrates and amends the Certificate of Incorporation. This First Amended and Restated Certificate of Incorporation was duly adopted pursuant to the Corporation's confirmed plan of reorganization (the "Plan"), the Corporation is canceling the Corporation's authorized and outstanding shares of capital stock and authorizing new shares of capital stock, with such cancellation and authorization effective as of the effective date of the Plan, and amending and restating the Certificate of Incorporation of the Corporation, and declaring said amendment and restatement advisable in accordance with the terms and conditions of the Plan.

2. The date of filing of the Corporation's original Certificate of Incorporation is February 29, 2000.

3. The Corporation's Certificate of Incorporation hereby is amended and restated to read in its entirety as follows:

FIRST: The name of the corporation is Spectrotel, Inc. (the "Corporation").

SECOND: The registered office of the Corporation is to be located at 15 East North Street, City of Dover, County of Kent, State of Delaware 19901. The name of its registered agent at that address is United Corporate Services, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall be authorized to issue is 3,000,000, all of which shall be designated as Common Stock with a par value of \$.001 per share. The Corporation shall not authorize or issue any non-voting shares.

FIFTH: The election of directors need not be by written ballot, unless the by-laws so provide.

SIXTH: No stockholder shall bring any action against the Corporation or any officer or director of the Corporation (in their respective capacities), unless such stockholder and any person controlling such stockholder shall have entered an agreement with the Corporation, reasonably satisfactory to it, requiring the losing party, and any person controlling the stockholder, if the stockholder shall be the losing party, to pay to the prevailing party the attorneys' fees and expenses incurred by the prevailing party in such action. This Article SIXTH shall not apply to any claim arising before the Corporation shall have first filed a registration statement with respect to a class of equity security under the Securities Act of 1933 or the Securities Exchange Act of 1934 ("Exchange Act"). As used in this Article SIXTH, the term "person" shall have the meaning given it in Section 13(d) of the Exchange Act, and the term "controlling" shall have the meaning given it in Rule 12b-2 under the Exchange Act.

SEVENTH: The Board of Directors shall have power without the assent or vote of the stockholders to make, alter, amend, change, add to or repeal the By-Laws of the Corporation.


EIGHTH: The Corporation shall indemnify and advance expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as amended from time to time, each person who is or was a director or officer of the Corporation and the heirs, executors and administrators of such a person.

NINTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware, may, on application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or a class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

TENTH: The personal liability of directors of the Corporation is hereby eliminated to the full extent permitted by Section 102(b)(7) of the General Corporation Law of the State of Delaware as the same may be amended and supplemented.

ELEVENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, subject to the terms and conditions of the Plan, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, said Plan B Communications, Inc., has caused this Certificate to be signed by its President as of the 8<sup>th</sup> day of October, 2002.

  
\_\_\_\_\_  
Jacob Dayan, President

CERTIFICATE OF CHANGE OF REGISTERED OFFICE  
AND/OR REGISTERED AGENT

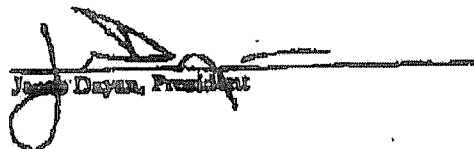
OF

SPECTROTEL, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is Spectrotel, Inc.
2. The registered office of the corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., 9 East Lockerman Street, Suite 1B, Dover, DE 19901, County of Kent.
3. The registered agent of the corporation within the State of Delaware is hereby changed to National Registered Agents, Inc. the business office of which is identical with the registered office of the corporation as hereby changed.
4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Dated: May 2, 2003.

  
Joseph D. Dayan, President

## **EXHIBIT B**

**Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications**

Managerial and Technical Qualifications

## **Spectrotel Management Profiles**

Spectrotel's management team is experienced, with a successful track record of building and managing fast-growing communications companies. Jack Dayan founded Spectrotel Inc. (formerly Plan B Communications) in 1996 and continues to provide leadership to the company as the CEO. Mr. Dayan has grown the company and has successfully attracted a strong and experienced management team with expertise in communications and operations and finance.

### **Key Team Members**

#### **Jack Dayan - CEO**

Following the enactment of the Telecom Act of 1996, he moved into the telecommunications business and founded what is now known as Spectrotel. Under his leadership, Spectrotel has grown into a multimillion dollar corporation. Mr. Dayan also founded and operates several other enterprises including RazGate (2007), iManaged (2008), and most recently USA Gold Corp (2009). Previously, Mr. Dayan started his career leading the Asian division of a family enterprise in consumer electronics. He earned his bachelor of science degree in Finance from New York University's Stern School of Business in 1992.

#### **Ross Artale – COO**

Mr. Artale brought over 16 years of telecommunications experience when he joined Spectrotel as Vice President of Operations in 2007 and was later promoted to Chief Operating Officer. Mr. Artale has a successful track record of creating best in class service organizations. He began his career at Mobile Comm, a Bell South Company and then later took management positions at two start-up companies, Geotek and Prism Communications. In 2000, Mr. Artale moved to the role of Vice President, Customer Care for InfoHighway Communications, f/k/a Eureka Broadband Corporation where over the next seven years, he was part of the management team that grew the company from a small start up to a \$100 million corporation. At Spectrotel, he is responsible for managing and leading all day to day operations including, sales, sales operations, customer care, provisioning and engineering, quality assurance, regulatory, product management, and marketing.

#### **Edward Kazar – CFO**

Mr. Kazar joined Spectrotel as CFO in February 2009, and is responsible for executive management and oversight of Spectrotel's financial operations and human resources. He brings over 30 years of experience to the Spectrotel team and has had an extremely successful history of managing financial operations in several technology companies having held senior positions Lucent Technologies, Avaya, Infohighway Communications, and Teliris Telepresence. His expertise in working capital improvements and M&A events has driven revenue growth, profitability, and successful liquidity events. He was instrumental in the successful IPO debuts of both Lucent and Avaya. Mr. Kazar has a bachelor of science from the University of Dayton and earned an MBA from Seton Hall University.

#### **Mitch Wright - CIO**

As Chief Information Officer since 2002, Mr. Wright's responsibilities include corporate infrastructure, application development, billing operations, and revenue assurance. His 19 years of experience in telecommunications and information technology include executive positions at Global Crossing, AT&T and Qwest (formerly US West). He has been the billing committee co-chair of the OBF (Ordering and Billing Forum), a national collective of industry experts who address access and interconnection issues as well as chair of Telecordia's Technical Review Group, responsible for the development of Carrier Access Billing Specifications (CABS). Mr. Wright is currently a member of the B/OSS Live! Conference and Businessplex advisory board. He has a bachelor of science degree in computer science from North Dakota State University.



**EXHIBIT C**

**Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications**

Chart of Accounts

# Chart of Accounts

Spectrotel, Inc

Account Number	Description	Status
CURRENT ASSETS		
1000-00-000	Cash - PNC Checking 718807	Active
1001-00-000	Commerce Payroll Account 5877	Active
1002-00-000	Commerce-Operation Acct.	Active
1003-00-000	Commerce Investment Acct 5885	Active
1005-00-000	North Fork- Payroll Acct 5502	Active
1006-00-000	Cash - Refund Account	Active
1007-00-000	North Fork Bank-MM 5163	Active
1008-00-000	CommerceBank-Sweep account2272	Active
1009-00-000	Cash-PNC Tax Acct 7426	Active
1010-00-000	North Fork - Investmnt 6872	Active
1011-00-000	North Fork- Business Checking	Active
1012-00-000	North Fork - Refund5189	Active
1013-00-000	Commerce- Special Account3142	Active
1014-00-000	Commerce-BlueH5554:Corp.	Active
1015-00-000	Surftone Refund account0403:Corp.	Active
1020-00-000	North Fork One Touch Refund 5197	Active
1021-00-000	Commerce Spectrotel Refund 5737	Active
1022-00-000	Commerce OneTouch Ref. 5745	Active
1023-00-000	Cash-Sovereign6123	Active
1024-00-000	Cash-SovereignSweep	Active
1025-00-000	Cash-SovereignSurftoneRefund	Active
1026-00-000	Cash-SovereignSpectrotelRefund	Active
1027-00-000	Cash-SovereignOneTouchRefund	Active
1028-00-000	Cash-SovereignSpecial	Active
1029-00-000	Cash-SovereignPayroll	Active
1030-00-000	Cash-SovereignTouchBaseRefund	Active
1031-00-000	Cash:SovereignInvestment	Active
1032-00-000	Cash-SovereignImanaged	Active
1033-00-000	Cash-SovereignMM	Active
1034-00-000	Cash-SovereignImanaged	Active
1100-00-000	Accounts Receivable-Customer	Active
1101-00-000	Allow Doubtful Accts-Customer	Active
1102-00-000	Accounts Receivable-NACC	Active
1103-00-000	Allow. Doubtful Acct-NACC	Active
1104-00-000	Accounts Receivable-Reserve (ETF)	Active
1105-00-000	Accounts Receivable - NYS Pool	Active
1106-00-000	Allow. Doubtful Acct-NYS Pool	Active
1107-00-000	Accounts Receivable-Stage 2 Networks	Active
1108-00-000	Allow. Doubtful Acct-State 2 Networks	Active
1109-00-000	Accounts Receivable-FuturTelec	Active
1110-00-000	ValueNet Receivable	Active
1120-00-000	Sundry Receivables	Active
1150-00-000	Unbilled Revenue	Active
1160-00-000	Prepaid Verizon	Active
1200-00-000	Deferred Cost	Active
1300-00-000	Prepaid Expenses	Active
1401-00-000	Due/from USA GC LLC	Active
1402-00-000	Due/from Sigbop, LLC	Active
1403-00-000	Due /from Zolargy, LLC	Active
1404-00-000	Due /from CommunicatiosIP	Active
1405-00-000	Due /from VoiceRide, LLC	Active
1406-00-000	Due/from Imanaged Services	Active
1407-00-000	Due/from One Touch Communicat.	Active
1408-00-000	Due/from PlanB of VA	Active
1409-00-000	Due/from Razgate	Active

1410-00-000	Due/from Touchbase Marketing	Active
1411-00-000	Due/from USA Gold	Active
1412-00-000	Due/from USA GC LLC	Active
1413-00-000	Due/from Jacob Dayan, LLC	Active

#### FIXED ASSETS

1500-00-000	Office & Computer Equipment	Active
1501-00-000	Curr. year add.-Info Direction	Active
1502-00-000	Curr.year add.-CDW Direct	Active
1503-00-000	Curr.year add.- Concretio	Active
1504-00-000	Curr.year add-NexTone Communic	Active
1505-00-000	Furniture & Fixtures	Active
1510-00-000	Billing/Collection Set-Up	Active
1515-00-000	Virtual Collocation Equipment	Active
1520-00-000	Telemarketing Equipment	Active
1525-00-000	Auto	Active
1530-00-000	Telecommunication Equipment	Active
1531-00-000	Telecom Capitalized Salaries	Active
1532-00-000	Telecom Capitalized PR Tax	Active
1540-00-000	Software	Active
1550-00-000	Lease Hold Improvements	Active
1590-00-000	Equipment Under Development	Active
1600-00-000	Accum. Depr. - Office/Computer	Active
1605-00-000	Accum. Depr. - Furniture/Fixt.	Active
1610-00-000	Accum. Depr. - Billing/Collect	Active
1615-00-000	Accum. Depr. - Collocation	Active
1620-00-000	Accum. Depr. - Telemarketing	Active
1625-00-000	Accum. Depr. - Auto	Active
1630-00-000	Accum. Depr.-Telecommunication	Active
1650-00-000	Accum. Amort. - Leasehold Imp.	Active

#### OTHER ASSETS

1700-00-000	Security Deposits	Active
1750-00-000	Deferred Taxes	Active
1800-00-000	Goodwill	Active
1900-00-000	Employees Advance	Active
1910-00-000	Due to Shareholders:Corp.	Active

#### CURRENT LIABILITIES

2000-00-000	Accounts Payable	Active
2000-99-000	Liability subject to compromis	Active
2010-00-000	Accounts Payable Contra	Active
2100-00-000	Accrued Expenses	Active
2150-00-000	Accrued Vacation	Active
2160-00-000	Payroll Taxes Payable	Active
2161-00-000	Payroll taxes-NY ST Disability	Active
2170-00-000	Accrued payroll	Active
2172-00-000	Accrued 401K	Active
2174-00-000	Accrued dental	Active
2176-00-000	Accrued Life	Active
2178-00-000	Accrued AD&D	Active
2180-00-000	Accrued LTD	Active
2185-00-000	Accrued Auditing and acct fees	Active
2190-00-000	Payroll Garnishments	Active
2195-00-000	Customer Deposits	Active
2200-00-000	Accrued Federal Income Taxes	Active
2210-00-000	Accrued State Income Taxes	Active
2220-00-000	Acc State Tx othr than Inc Tax	Active
2230-00-000	Accrued Telecommunication Tax	Active
2235-00-000	Telecomm Tax-Pre-Petition	Active

2235-01-000	Priority tax claims-Allowed	Active
2235-02-000	Accrued Verizon surcharges	Active
2235-03-000	Reserve for tax claims payable	Active
2240-00-000	Insurance loan - current	Active
2245-00-000	Bankruptcy settlements	Active
2300-00-000	Long-Term Debt-Current Portion	Active
2305-00-000	Accrued Interest - Long-Term D	Active
2310-00-000	Heller EMX, Inc. - current	Active
2311-00-000	Cisco lease - current	Active
2312-00-000	Line of Credit, current	Active
2313-00-000	Varilease Line1 - Curr Portion	Active
2314-00-000	Varilease Line2 - Curr Portion	Active
2315-00-000	Lucent Cr. Line2 - Cur Portion	Active
2316-00-000	Commtech debt, current	Active
2317-00-000	LeaseNow, current	Active
2318-00-000	Note Payable-PDC 1	Active
2319-00-000	Note Payable-PDC 2	Active
2398-00-000	Accrued interest	Active
2400-00-000	Deferred Revenue	Active
2450-00-000	Other Current Liabilities	Active

#### LONG-TERM LIABILITIES

2500-00-000	L/T- Note Payable -IIP	Active
2501-00-000	L/T-Notes Payable-Telecom Tax	Active
2502-00-000	Current Portion of LT Debt	Active
2510-00-000	Heller EMX, Inc. - non current	Active
2511-00-000	Cisco Lease - L/T	Active
2512-00-000	Term note	Active
2513-00-000	Varilease Line1 - Long Term	Active
2514-00-000	Varilease Line2 - Long Term	Active
2515-00-000	Lucent Cr. Line2 - Long Term	Active
2516-00-000	Commtech debt, less current	Active
2517-00-000	LeaseNow, non current	Active
2599-00-000	Leases Pending	Active
2600-00-000	Deferred Taxes	Active
2700-00-000	Other Long-Term Liabilities	Active

#### CAPITAL

3000-00-000	Members Capital	Active
3001-00-000	Additional members' equity	Active
3040-00-000	Preferred Ser. A Convert Stock	Active
3050-00-000	Common Stock - .001 Par	Active
3060-00-000	Additional Paid in Capital	Active
3070-00-000	Options and Warrants	Active
3080-00-000	Contributions	Active
3100-00-000	Cost Associated w/ Financing	Active
3110-00-000	Cost Assoc with Equity Raised	Active
3200-00-000	Accumulated Earnings(Deficit)	Active
3200-11-000	Accumulated Earnings:Corp.	Active

#### REVENUE

4000-01-000	Sales - Usage:FTA	Active
4000-01-001	Sales - Usage: UNE-NJ	Active
4000-01-002	Sales - Usage: UNE-NY	Active
4000-01-003	Sales - Usage: UNE-MA	Active
4000-01-004	Sales - Usage: UNE-PA	Active
4000-01-005	Sales - Usage: UNE-MD	Active
4000-01-006	Sales - Usage: UNE-RI	Active
4000-01-007	Sales - Usage: UNE-VA	Active
4000-01-008	Sales - Usage: UNE-FL	Active

4000-01-009	Sales - Usage: UNE-NC	Active
4000-01-010	Sales - Usage: UNE-DE	Active
4000-01-011	Sales - Usage: UNE: ME	Active
4000-01-012	Sales - Usage: UNE-NH	Active
4000-01-013	Sales - Usage: UNE-WV	Active
4000-01-014	Sales:UNE-State 2 Network	Active
4000-01-015	Sales - Usage: UNE-WI	Active
4000-01-016	Sales - Usage: UNE-GA	Active
4000-01-017	Sales - Usage: UNE-VT	Active
4000-01-018	Sales - Usage: UNE-SC	Active
4000-01-019	Sales - Usage: UNE-IL	Active
4000-01-020	Sales - Usage: UNE-MI	Active
4000-01-021	Sales - Usage: UNE-NV	Active
4000-01-022	Sales - Usage: UNE-OH	Active
4000-01-023	Sales - Usage: UNE-CA	Active
4000-01-024	Sales - Usage: UNE-CT	Active
4000-01-025	Sales - Usage: UNE-TX	Active
4000-01-026	Sales - UNE: UNE-DC	Active
4000-01-027	Sales - Usage: UNE-IN	Active
4000-02-000	Sales - Usage: Resal	Active
4000-02-001	Sales - Usage: Resal-NJ	Active
4000-02-002	Sales - Usage: Resal-NY	Active
4000-02-003	Sales - Usage: Resal-MA	Active
4000-02-004	Sales - Usage: Resal-PA	Active
4000-02-005	Sales - Usage: Resal-MD	Active
4000-02-006	Sales - Usage: Resal-RI	Active
4000-02-007	Sales - Usage: Resal-VA	Active
4000-02-008	Sales - Usage: Resal-FL	Active
4000-02-009	Sales - Usage: Resal-NC	Active
4000-02-010	Sales - Usage: Resale-DE	Active
4000-02-012	Sales - Usage: Resale-NH	Active
4000-02-013	Sales - Usage: Resal-WV	Active
4000-02-019	Sales - Usage: Resal-IL	Active
4000-02-020	Sales - Usage: Resal-MI	Active
4000-03-000	Sales - Usage -LD	Active
4000-03-001	Sales - Usage-LD-NJ	Active
4000-03-002	Sales - Usage-LD-NY	Active
4000-03-003	Sales - Usage-LD-MA	Active
4000-03-004	Sales - Usage-LD-PA	Active
4000-03-005	Sales - Usage-LD-MD	Active
4000-03-006	Sales - Usage-LD-RI	Active
4000-03-007	Sales - Usage-LD-VA	Active
4000-03-008	Sales - Usage-LD-FL	Active
4000-03-009	Sales - Usage-LD-NC	Active
4000-03-010	Sales - Usage-LD-DE	Active
4000-03-011	Sales - Usage-LD-ME	Active
4000-03-012	Sales - Usage-LD-NH	Active
4000-03-013	Sales - Usage-LD-WV	Active
4000-03-015	Sales - Usage-LD-WI	Active
4000-03-016	Sales - Usage-LD-GA	Active
4000-03-017	Sales - Usage-LD-VT	Active
4000-03-018	Sales - Usage-LD-SC	Active
4000-03-019	Sales - Usage-LD-IL	Active
4000-03-020	Sales - Usage-LD-MI	Active
4000-03-021	Sales - Usage-LD-NV	Active
4000-03-022	Sales - Usage-LD-OH	Active
4000-03-023	Sales - Usage-LD-CA	Active
4000-03-024	Sales - Usage-LD-CT	Active
4000-03-025	Sales - Usage-LD-TX	Active
4000-03-026	Sales - Usage-LD-DC	Active
4000-03-027	Sales - Usage-LD-IN	Active

4000-04-000	DO NOT USE	Deleted
4100-01-000	Sales - Monthly Recurring:FTA	Active
4100-01-001	Sales - Monthly Rec: UNE-NJ	Active
4100-01-002	Sales - Monthly Rec: UNE-NY	Active
4100-01-003	Sales - Monthly Rec: UNE-MA	Active
4100-01-004	Sales - Monthly Rec: UNE-PA	Active
4100-01-005	Sales - Monthly Rec: UNE-MD	Active
4100-01-006	Sales - Monthly Rec: UNE-RI	Active
4100-01-007	Sales - Monthly Rec: UNE-VA	Active
4100-01-008	Sales - Monthly Rec: UNE-FL	Active
4100-01-009	Sales - Monthly Rec: UNE-NC	Active
4100-01-010	Sales - Monthly Rec: UNE-DE	Active
4100-01-011	Sales - Monthly Rec: UNE-ME	Active
4100-01-012	Sales - Monthly Rec: UNE-NH	Active
4100-01-013	Sales - Monthly Rec: UNE-WV	Active
4100-01-014	Sale - Monthly Rec:UNE-Stage 2 Network	Active
4100-01-015	Sales - Monthly Rec:UNE-WI	Active
4100-01-016	Sales - Monthly Rec: UNE-GA	Active
4100-01-017	Sales - Monthly Rec: UNE-VT	Active
4100-01-018	Sales - Monthly Rec: UNE-SC	Active
4100-01-019	Sales - Monthly Rec: UNE-IL	Active
4100-01-020	Sales - Monthly Rec: UNE-MI	Active
4100-01-021	Sales - Monthly Rec: UNE-NV	Active
4100-01-022	Sales - Monthly Rec: UNE-OH	Active
4100-01-023	Sales - Monthly Rec: UNE-CA	Active
4100-01-024	Sales - Monthly Rec:UNE-CT	Active
4100-01-025	Sales - Monthly Rec: UNE-TX	Active
4100-01-026	Sales - Monthly Rec:UNE-DC	Active
4100-01-027	Sales - Monthly Rec: UNE-IN	Active
4100-02-001	Sales - Monthly Rec: Resal-NJ	Active
4100-02-002	Sales - Monthly Rec: Resal-NY	Active
4100-02-003	Sales - Monthly Rec: Resal-MA	Active
4100-02-004	Sales - Monthly Rec: Resal-PA	Active
4100-02-005	Sales - Monthly Rec: Resal-MD	Active
4100-02-006	Sales - Monthly Rec: Resal-MI	Active
4100-02-007	Sales - Monthly Rec: Resal-VA	Active
4100-02-008	Sales - Monthly Rec: Resal-FL	Active
4100-02-009	Sales - Monthly Rec: Resal-NC	Active
4100-02-010	Sales - Monthly Rec: Resal-DE	Active
4100-02-011	Sales - Monthly Rec: Resal-ME	Active
4100-02-012	Sales - Monthly Rec: Resal-NH	Active
4100-02-013	Sales - Monthly Rec: Resal-WV	Active
4100-02-019	Sales - Monthly Rec: Resal-IL	Active
4100-02-020	Sales - Monthly Rec: Resal-MI	Active
4100-03-000	DO NOT USE	Deleted
4110-01-000	Deferred revenue, beginning	Active
4120-01-000	Deferred revenue, ending	Active
4200-00-000	Sales - Inside Wire Installat	Active
4300-01-000	NYS Access Income	Active
4300-01-001	NYS Access Income-NJ	Active
4300-01-002	NYS Access Income-NY	Active
4300-01-003	NYS Access Income-MA	Active
4300-01-004	NYS Access Income-PA	Active
4300-01-005	NYS Access Income-RI	Active
4300-01-006	NYS Access Income-MD	Active
4300-01-007	NYS Access Income-VA	Active
4300-01-008	NYS Access Income-FL	Active
4300-01-009	NYS Access Income-NC	Active
4300-01-010	NYS Access Income-DE	Active
4300-01-011	NYS Access Income-ME	Active
4300-01-012	NYS Access Income-NH	Active

4300-01-013	NYS Access Income-WV	Active
4300-01-016	NYS Access Income-GA	Active
4300-01-017	NYS Access Income-VT	Active
4300-01-023	NYS Access Income:UNE-CA	Active
4400-00-000	Sales - Other	Active
4500-00-000	Sales - RESI Revenue	Active
4600-00-000	Sales - DSL Revenue	Active
4700-00-000	Sales - Cellular revenue	Active
4800-00-000	Sales - DirecTV commissions	Active

COST OF SALES- PAYROLL RELATED

5000-01-000	Payroll	Active
5010-01-000	Payroll Taxes & Benefits	Active
5020-01-000	Travel & Incidental	Active

COST OF SALES -NON-PAYROLL RELATED

6000-01-000	COS-Usage	Active
6000-01-001	COS-Usage:UNE-NJ	Active
6000-01-002	COS-Usage:UNE-NY	Active
6000-01-003	COS-Usage:UNE-MA	Active
6000-01-004	COS-Usage:UNE-PA	Active
6000-01-005	COS-Usage:UNE-MD	Active
6000-01-006	COS-Usage:UNE-RI	Active
6000-01-007	COS-Usage:UNE-VA	Active
6000-01-008	COS-Usage:UNE-FL	Active
6000-01-009	COS-Usage:UNE-NC	Active
6000-01-010	COS-Usage:UNE-DE	Active
6000-01-011	COS-Usage:UNE-ME	Active
6000-01-012	COS-Usage:UNE-NH	Active
6000-01-013	COS-Usage:UNE-WV	Active
6000-01-015	COS-Usage:UNE-WI	Active
6000-01-016	COS-Usage:UNE-GA	Active
6000-01-017	COS-Usage:UNE-VT	Active
6000-01-018	COS-Usage:UNE-SC	Active
6000-01-019	COS-Usage:UNE-IL	Active
6000-01-020	COS-Usage:UNE-MI	Active
6000-01-021	COS-Usage:UNE-NV	Active
6000-01-022	COS-Usage:UNE-OH	Active
6000-01-023	COS-Usage:UNE-CA	Active
6000-01-024	COS-Usage:UNE-CT	Active
6000-01-025	COS-Usage:UNE-TX	Active
6000-01-026	COS-Usage:UNE-DC	Active
6000-01-027	COS-Usage:UNE-IN	Active
6000-02-000	COS - Usage	Active
6000-02-001	COS-Usage:Resal-NJ	Active
6000-02-002	COS-Usage:Resal-NY	Active
6000-02-003	COS-Usage:Resal-MA	Active
6000-02-004	COS-Usage:Resal-PA	Active
6000-02-005	COS-Usage:Resal-MD	Active
6000-02-006	COS-Usage:Resal-RI	Active
6000-02-007	COS-Usage:Resal-VA	Active
6000-02-008	COS-Usage:Resal-FL	Active
6000-02-009	COS-Usage:Resal-NC	Active
6000-02-010	COS-Usage:Resal-DE	Active
6000-02-011	COS-Usage:Resal-ME	Active
6000-02-012	COS-Usage:Resal-NH	Active
6000-02-013	COS-Usage:Resal-WV	Active
6000-02-015	COS-Usage:Resal-WI	Active
6000-02-016	COS-Usage:Resal-GA	Active
6000-02-017	COS-Usage:Resal-VT	Active

6000-02-018	COS-Usage:Resal-SC	Active
6000-02-019	COS-Usage Resal-IL	Active
6000-02-020	COS Usage:Resal-MI	Active
6000-02-021	COS-Usage:Resal-NV	Active
6000-02-022	COS-Usage:Resal-OH	Active
6000-02-023	COS-Usage:Resal-CA	Active
6000-02-024	COS-Usage:Resal-CT	Active
6000-02-025	COS-Usage-Resal-TX	Active
6000-02-026	COS-Usage:Resal-DC	Active
6000-02-027	COS-Usage:Resal-IN	Active
6000-03-000	COS - Usage - LD	Active
6100-00-000	COS:Corp.	Active
6100-00-019	COS:Corp.-IL	Active
6100-01-000	COS - Monthly Recurring	Active
6100-01-001	COS-Monthly Recurring-UNE-NJ	Active
6100-01-002	COS-Monthly Recurring-UNE-NY	Active
6100-01-003	COS-Monthly Recurring-UNE-MA	Active
6100-01-004	COS-Monthly Recurring-UNE-PA	Active
6100-01-005	COS-Monthly Recurring-UNE-MD	Active
6100-01-006	COS-Monthly Recurring-UNE-RI	Active
6100-01-007	COS-Monthly Recurring-UNE-VA	Active
6100-01-008	COS-Monthly Recurring-UNE-FL	Active
6100-01-009	COS-Monthly Recurring-UNE-NC	Active
6100-01-010	COS-Monthly Recurring-UNE-DE	Active
6100-01-011	COS-Monthly Recurring:UNE-ME	Active
6100-01-012	COS-Monthly Recurring-UNE-NH	Active
6100-01-013	COS-Monthly Recurring-UNE-WV	Active
6100-01-015	COS-Monthly Recurring-UNE-WI	Active
6100-01-016	COS-Monthly Recurring-UNE-GA	Active
6100-01-017	COS-Monthly Recurring-UNE-VT	Active
6100-01-018	COS-Monthly Recurring-UNE-SC	Active
6100-01-019	COS-Monthly Recurring-UNE-IL	Active
6100-01-020	COS-Monthly Recurring-UNE-MI	Active
6100-01-021	COS-Monthly Recurring-UNE-NV	Active
6100-01-022	COS-Monthly Recurring-UNE-OH	Active
6100-01-023	COS-Monthly Recurring-UNE-CA	Active
6100-01-024	CO-Monthly Recurring-UNE-CT	Active
6100-01-025	COS-Monthly Recurring-UNE-TX	Active
6100-01-026	COS:Monthly Recurring-UNE-DC	Active
6100-01-027	COS-Monthly Recurring-UNE-IN	Active
6100-02-000	COS Monthly Recurring Resale	Active
6100-02-001	COS-Monthly Recurring-Resal-NJ	Active
6100-02-002	COS-Monthly Recurring-Resal-NY	Active
6100-02-003	COS-Monthly Recurring-Resal-MA	Active
6100-02-004	COS-Monthly Recurring-Resal-PA	Active
6100-02-005	COS-Monthly Recurring-Resal-MD	Active
6100-02-006	COS-Monthly Recurring-Resal-RI	Active
6100-02-007	COS-Monthly Recurring-Resal-VA	Active
6100-02-008	COS-Monthly Recurring-Resal-FL	Active
6100-02-009	COS-Monthly Recurring-Resal-NC	Active
6100-02-010	COS-Monthly Recurring-Resal-DE	Active
6100-02-011	COS-Monthly Recurring-Resal-ME	Active
6100-02-012	COS-Monthly Recurring-Resal-NH	Active
6100-02-013	COS-Monthly Recurring-Resal-WV	Active
6100-02-015	COS-Monthly Recurring-Resal-WI	Active
6100-02-016	COS-Monthly Recurring-Resal-GA	Active
6100-02-017	COS - Monthly Recurring-Resal-VT	Active
6100-02-018	COS-Monthly Recurring-Resal-SC	Active
6100-02-019	COS-Monthly Recurring Resal-IL	Active
6100-02-020	COS-Monthly Recurring-Resal-MI	Active
6100-02-021	COS-Monthly Recurring-Resal-NV	Active



6100-02-022	COS-Monthly Recurring-Resal-OH	Active
6100-02-023	COS-Monthly Recurring-Resal-CA	Active
6100-02-024	COS-Monthly Recurring-Resal-CT	Active
6100-02-025	COS-Monthly Recurring-Resal-TX	Active
6100-02-026	COS-Monthly Recurring-Resal-DC	Active
6100-02-027	COS-Monthly Recurring-Resale-IN	Active
6110-01-000	Deferred cost, beginning	Active
6110-02-000	Deferred cost, beginnning	Active
6120-01-000	Deferred cost, ending	Active
6120-02-000	Deferred cost, ending	Active
6200-01-000	COS - Installation	Active
6300-01-000	COS - OC&C UNE	Active
6300-01-002	COS:UNE-NY	Active
6300-02-000	COS OC&C Resale	Active
6400-04-000	Verizon credits	Active
6400-04-001	Verizon credits-NJ	Active
6400-04-002	Verizon credits-NY	Active
6400-04-003	Verizon credits-MA	Active
6400-04-004	Verizon credits-PA	Active
6400-04-005	Verizon credits-MD	Active
6400-04-006	Verizon credits-RI	Active
6400-04-007	Verizon credits-VA	Active
6400-04-008	Verizon credits-FL	Active
6400-04-009	Verizon credits-NC	Active
6400-04-010	Verizon credits-DE	Active
6400-04-011	Verizon credits-ME	Active
6400-04-012	Verizon credits-NH	Active
6400-04-013	Verizon credits-WV	Active
6400-04-015	Verizon credits-WI	Active
6400-04-016	Verizon credits-GA	Active
6400-04-017	Verizon credits-VT	Active
6400-04-019	Verizon credits-MI	Active
6400-04-021	Verizon credits-NV	Active
6400-04-022	Verizon credits-OH	Active
6400-04-023	Verizon credits-CA	Active
6400-04-024	Verizon credits:CT	Active
6400-04-025	Verizon credits-TX	Active
6410-04-000	COS- VoIP internet costs	Active
6415-04-000	COS-T1	Active
6420-04-000	DSL Installation Charges	Active
6800-03-000	Access Usage	Active
6900-00-000	COS- Consumer cellular	Active
6900-01-000	COS - Other	Active

#### GENERAL & ADMINISTRATIVE EXPENSES

7000-00-000	Salaries & Wages	Active
7000-70-000	Salaries & Wages: Sales	Active
7000-71-000	Salaries & Wages: IT	Active
7000-72-000	Salaries & Wages: OPS	Active
7000-73-000	Salaries & Wages: Admin	Active
7000-74-000	Salaries & Wages: Markt	Active
7000-75-000	Salaries & Wages: Fin	Active
7000-80-000	Salaries & Wages	Active
7005-00-000	Vacation benefit	Active
7005-70-000	Vacation benefit: Sales	Active
7005-71-000	Vacation benefit: IT	Active
7005-72-000	Vacation benefit: OPS	Active
7005-73-000	Vacation benefit: Admin	Active
7005-74-000	Vacation benefit: Markt	Active
7005-75-000	Vacation benefit: Fin	Active

7009-00-000	Salaries - Project 40	Active
7009-70-000	Salaries - Project 40: Sales	Active
7009-71-000	Salaries - Project 40: IT	Active
7009-72-000	Salaries - Project 40: OPS	Active
7009-73-000	Salaries - Project 40: Admin	Active
7009-74-000	Salaries - Project 40: Markt	Active
7009-75-000	Salaries - Project 40: Fin	Active
7011-00-000	FICA	Active
7011-70-000	FICA: Sales	Active
7011-71-000	FICA: IT	Active
7011-72-000	FICA: OPS	Active
7011-73-000	FICA: Admin	Active
7011-74-000	FICA: Markt	Active
7011-75-000	FICA: Fin	Active
7012-00-000	FUTA	Active
7012-70-000	FUTA: Sales	Active
7012-71-000	FUTA: IT	Active
7012-72-000	FUTA: OPS	Active
7012-73-000	FUTA: Admin	Active
7012-74-000	FUTA: Markt	Active
7012-75-000	FUTA: Fin	Active
7013-00-000	SUTA	Active
7013-70-000	SUTA: Sales	Active
7013-71-000	SUTA: IT	Active
7013-72-000	SUTA: OPS	Active
7013-73-000	SUTA: Admin	Active
7013-74-000	SUTA: Markt	Active
7013-75-000	SUTA: Fin	Active
7014-00-000	Disability Insurance	Active
7014-70-000	Disability Insurance: Sales	Active
7014-71-000	Disability Insurance: IT	Active
7014-72-000	Disability Insurance: OPS	Active
7014-73-000	Disability Insurance: Admin	Active
7014-74-000	Disability Insurance: Markt	Active
7014-75-000	Disability Insurance: Fin	Active
7015-00-000	Company Profit Sharing	Active
7015-73-000	DO NOT USE	Active
7016-00-000	Medical Insurance	Active
7016-70-000	Medical Insurance: Sales	Active
7016-71-000	Medical Insurance: IT	Active
7016-72-000	Medical Insurance: OPS	Active
7016-73-000	Medical Insurance: Admin	Active
7016-74-000	Medical Insurance: Markt	Active
7016-75-000	Medical Insurance: Fin	Active
7017-00-000	Life, AD&D and Other	Active
7017-70-000	Life, AD&D and Other: Sales	Active
7017-71-000	Life, AD&D and Other: IT	Active
7017-72-000	Life, AD&D and Other: OPS	Active
7017-73-000	Life, AD&D and Other: Admin	Active
7017-74-000	Life, AD&D and Other: Markt	Active
7017-75-000	Life, AD&D and Other: Fin	Active
7040-00-000	Temporary labor	Active
7040-72-000	Temporary labor:OPS	Active
7040-73-000	Temporary labor: Admin	Active
7100-00-000	Acquisition Costs-Agents	Active
7100-04-000	DO NOT USE	Deleted
7100-70-000	Acquisition Costs-Agents: Sale	Active
7100-70-001	Acquisition Costs-CEB Communic	Active
7100-70-002	Acquisition Costs-Digital Div.	Active
7100-70-003	Acquisition Costs-Sea Commun.	Active
7100-70-004	Acquisition Costs-ValueNet,Inc	Active

7101-00-000	Acquisition Costs-Telemktng	Active
7101-70-000	Acquisition Costs-Telemktng: S	Active
7102-70-000	Acquisition Costs: Telemarktnng Comm-TBM	Active
7105-00-000	Acquisition Costs - Leads	Active
7105-70-000	Acquisition Costs:Sales	Active
7106-00-000	Acquisition - Welcome & voice	Active
7106-70-000	Acquisition - Welcome & voice:	Active
7200-00-000	Rent Expenses	Active
7200-73-000	Rent Expenses: Admin	Active
7200-80-000	Rent Expenses: Executive	Active
7201-00-000	Common Area Maintenance	Active
7202-71-000	Repairs, Maintenance:IT	Active
7202-72-000	Repairs, Maintenance:OPS	Active
7202-73-000	Repairs, Maintenance & Supply:	Active
7202-80-000	Repairs, Maintenance & Supply:	Active
7203-00-000	Alarm & Security	Active
7203-73-000	Alarm & Security: Admin	Active
7204-00-000	Customer service:Corp.	Active
7204-72-000	Customer service:OPS	Active
7305-00-000	Communication & Telephone	Active
7305-71-000	Communication & Tele:IT	Active
7305-73-000	Communication & Telephone: Adm	Active
7306-00-000	Communications - cellular	Active
7306-70-000	Communications - cellular: Sal	Active
7306-71-000	Communications - cellular: IT	Active
7306-72-000	Communications - cellular: OPS	Active
7306-73-000	Communications - cellular: Adm	Active
7306-74-000	Communications - cellular: Mar	Active
7306-75-000	Communications - cellular: Fin	Active
7310-00-000	Customer Credit Reference	Active
7310-70-000	Customer Credit Refe:Sales	Active
7310-73-000	Customer Credit Reference: Adm	Active
7320-00-000	Install,collect,term & other	Active
7320-01-000	OC&C UNE	Active
7320-02-000	OC&C Resale	Active
7325-00-000	Collection fees	Active
7325-72-000	Collection fees:OPS	Active
7325-73-000	Collection fees: Admin	Active
7330-00-000	NYS Pool Charges	Active
7330-72-000	NYS Pool Charges: OPS	Active
7360-00-000	Printing Costs	Active
7360-72-000	Printing Costs -OPS	Active
7360-74-000	Printing Costs: Markt	Active
7370-00-000	Software support & license	Active
7370-71-000	Software support & license: IT	Active
7371-71-000	Computer Supplies: IT	Active
7375-00-000	Telecom Tax Services	Active
7375-73-000	Telecom Tax Services: Admin	Active
7380-00-000	Training	Active
7380-70-000	Training: Sales	Active
7380-71-000	Training: IT	Active
7380-72-000	Training: OPS	Active
7380-73-000	Training: Admin	Active
7380-74-000	Training: Markt	Active
7380-75-000	Training: Fin	Active
7400-00-000	General Liability Insurance	Active
7400-73-000	General Liability Insurance: A	Active
7401-00-000	Director & Officers Insurance	Active
7401-73-000	Director & Officers Insurance:	Active
7402-00-000	Key Employee Insurance	Active
7402-73-000	Key Employee Insurance: Admin	Active

7403-73-000	Auto insurance: Admin	Active
7500-00-000	Auditing and accounting fees	Active
7500-73-000	Auditing and accounting fees:	Active
7510-00-000	Legal Fees	Active
7510-73-000	Legal Fees: Admin	Active
7515-00-000	Telecom Legal	Active
7515-73-000	Telecom Legal: Admin	Active
7520-00-000	Consulting Fees	Active
7520-73-000	Consulting Fees: Admin	Active
7525-00-000	Bookkeeping Fees	Active
7530-00-000	Placement Services	Active
7530-70-000	Placement Services: Sales	Active
7530-71-000	Placement Services: IT	Active
7530-72-000	Placement Services: OPS	Active
7530-73-000	Placement Services: Admin	Active
7530-74-000	Placement Services: Markt	Active
7530-75-000	Placement Services: Fin	Active
7610-00-000	Marketing	Active
7610-73-000	Marketing:Admin	Active
7610-74-000	Marketing: Markt	Active
7620-00-000	Plan B- Prepaid local	Active
7630-00-000	Registration Fees	Active
7631-00-000	Customer Satisfaction	Active
7631-74-000	Customer Satisfaction: Markt	Active
7705-00-000	Annual report fees	Active
7705-73-000	Annual report fees: Admin	Active
7710-00-000	Bank Charges	Active
7710-73-000	Bank Charges: Admin	Active
7712-00-000	Bad Debt	Active
7712-73-000	Bad Debt: Admin	Active
7713-00-000	Contributions	Active
7713-73-000	Contributions: Admin	Active
7715-00-000	Credit Card Fees and Charges	Active
7715-73-000	Credit Card Fees and Charges:	Active
7720-00-000	Dues & Subscriptions	Active
7720-73-000	Dues & Subscriptions: Admin	Active
7730-00-000	Equipment leases	Active
7730-72-000	Equipment leases:OPS	Active
7730-73-000	Equipment leases: Admin	Active
7740-00-000	License & Fees	Active
7740-72-000	License & Fees:OPS	Active
7740-73-000	License & Fees: Admin	Active
7750-00-000	Office Supplies	Active
7750-70-000	Office Supplies:Sales	Active
7750-73-000	Office Supplies: Admin	Active
7760-00-000	Mail & Postage	Active
7760-70-000	Mail & Pos:Sales	Active
7760-71-000	Mail & Pos:IT	Active
7760-72-000	Overnight Mail & Postage: OPS	Active
7760-73-000	Mail & Postage: Admi	Active
7760-74-000	Mail & Pos:Markt	Active
7760-75-000	Mail & Pos:Fin	Active
7770-00-000	Payroll Services	Active
7770-73-000	Payroll Services: Admin	Active
7780-00-000	Penalties	Active
7780-73-000	Penalties: Admin	Active
7790-00-000	Repairs, Maintenance & Supply	Active
7790-72-000	Repairs, Maintenance:OPS	Active
7799-00-000	Miscellaneous	Active
7799-70-000	Miscellaneous: Sales	Active
7799-71-000	Miscellaneous: IT	Active

7799-72-000	Miscellaneous: OPS	Active
7799-73-000	Miscellaneous: Admin	Active
7799-74-000	Miscellaneous: Markt	Active
7799-75-000	Miscellaneous: Fin	Active
7810-00-000	Travel & Transportation	Active
7810-70-000	Travel & Transportation: Sales	Active
7810-71-000	Travel & Transportation: IT	Active
7810-72-000	Travel & Transportation: OPS	Active
7810-73-000	Travel & Transportation: Admin	Active
7810-74-000	Travel & Transportation: Markt	Active
7810-75-000	Travel & Transportation: Fin	Active
7810-80-000	Travel & Transportation: Execut	Active
7820-00-000	Relocation Costs	Active
7820-73-000	Relocation Costs: Admin	Active
7830-00-000	Entertainment & Meals	Active
7830-70-000	Entertainment & Meals: Sales	Active
7830-71-000	Entertainment & Meals: IT	Active
7830-72-000	Entertainment & Meals: OPS	Active
7830-73-000	Entertainment & Meals: Admin	Active
7830-74-000	Entertainment & Meals: Markt	Active
7830-75-000	Entertainment & Meals: Fin	Active
7830-80-000	Entertainment & Meals: Executiv	Active
7840-00-000	Meals for Employer Benefit	Active
7840-73-000	Meals for Employer Benefit: Ad	Active

#### OTHER INCOME & EXPENSE

8000-00-000	Depreciation-Office/Computer	Active
8005-00-000	Depreciation-Furniture/Fixt.	Active
8010-00-000	Depreciation-Billing/Collect.	Active
8015-00-000	Depreciation-Collocation Cage	Active
8020-00-000	Depreciation-Telemarketing	Active
8025-00-000	Depreciation-Auto	Active
8045-00-000	Depreciation- Lease Hold Impro	Active
8050-00-000	Amortization Expense	Active
9000-00-000	Interest Income	Active
9100-00-000	Finance Charges	Active
9200-00-000	Gain (Loss) - Fixed Asset Disp	Active
9300-00-000	Gain from Forgiveness of Debt	Active
9400-00-000	Miscellaneous Income	Active
9500-00-000	Interest Expense	Active
9520-00-000	Late fees	Active
9530-00-000	USAC fund	Active
9800-00-000	Federal Income Taxes	Active
9810-00-000	State Income Taxes	Active
9820-00-000	State & Local Taxes - Other	Active
9830-00-000	Chapter 11- Adjustments	Active

#### REORGANIZATION EXPENSE

9900-99-000	Loss on discontinued operat.	Active
9915-00-000	Reorganization-Discontin. Oper	Active
9916-00-000	Gain and loss from settlements	Active
9920-00-000	Reorganization-Legal Debtor	Active
9925-00-000	Reorganization-Financial	Active
9930-00-000	Reorganization-US Trustee fees	Active
9935-00-000	Reorganization-Legal Creditor	Active
9999-01-000	Prepetition expense	Active
9999-99-000	Income from compromise	Active

**EXHIBIT D**

**Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications**

Financial Statements

*The Company is submitting its financial statements with a request for confidential treatment.*

**EXHIBIT E**

**Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications**

Five-Year Projection of Expected Operations

*The Company is submitting its Five-Year Projection of Expected Operations with a request for confidential treatment*

**EXHIBIT F**

**Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications**

Evidence of Certification in Other Jurisdictions



State	IXC Authority	CLEC Authority	Operational
Alabama	Pending	Pending	No
Alaska	No	No	No
Arkansas	Pending	Pending	No
Arizona	Pending	Pending	No
California	Approved	Approved	Yes
Colorado	Registered	Pending	No
Connecticut	Approved	Approved	Yes
DC	N/A	Approved	No
Delaware	Approved	Approved	Yes
Florida	Approved	Approved	Yes
Georgia	Approved	Approved	Yes
Hawaii	No	No	No
Illinois	Approved	Approved	Yes
Indiana	Approved	Approved	Yes
Kansas	Pending	Pending	No
Kentucky	Pending	Pending	No
Louisiana	Pending	Pending	No
Maine	Approved	Approved	Yes
Maryland	Approved	Approved	Yes
Massachusetts	Approved	Approved	Yes
Michigan	Registered	Approved	Yes
Minnesota	Pending	Pending	No
Mississippi	Approved	Approved	No
Missouri	Pending	Pending	No
Montana	Registration	Registration	No
Nevada	Approved	Pending	No
Nebraska	Pending	Pending	No
New Hampshire	Approved	Approved	Yes
New Jersey	Registered	Approved	Yes
New Mexico	Pending	Pending	No
New York	Approved	Approved	Yes
North Carolina	Approved	Approved	Yes
North Dakota	Pending	Pending	No
Ohio	Approved	Approved	Yes
Oklahoma	Pending	Pending	No
Oregon	Pending	Pending	No
Pennsylvania	Approved	Approved	Yes
Rhode Island	Approved	Approved	Yes
South Carolina	Approved	Approved	Yes
South Dakota	Approved	Approved	No
Tennessee	Pending	Pending	No
Texas	Registered	Approved	Yes
Utah	N/A	Pending	No
Vermont	Approved	Approved	Yes
Virginia	N/A	Approved	Yes
Washington	Pending	Pending	No
West Virginia	Approved	Approved	Yes
Wisconsin	Approved	Approved	Yes
Wyoming	Approved	Approved	No

**EXHIBIT G**

Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications

Proposed Tariffs

**EXHIBIT G-1**

Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications

Proposed Local Exchange Tariff

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**LOCAL SERVICES PRICE LIST**

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**Spectrotel, Inc.**  
d/b/a OneTouch Communications  
d/b/a Touch Base Communications

**LOCAL SERVICES PRICE LIST**

Regulations and Schedule of Local Exchange Service Rates  
Within the State of Utah

This Price List includes the rates, charges, terms and conditions of service for the provision of local exchange services by Spectrotel, Inc. ("the Company") between locations within the State of Utah. This Price List is available for public inspection during normal business hours at the principal offices of Spectrotel, Inc., located at 3535 State Highway 66, Suite 7, Neptune, NJ 07753.

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Issued by:

Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
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LOCAL SERVICES PRICE LIST

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**CHECK SHEET**

Pages of this Price List are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*
1	Original	*	32	Original	*
2	Original	*	33	Original	*
3	Original	*	34	Original	*
4	Original	*	35	Original	*
5	Original	*	36	Original	*
6	Original	*	37	Original	*
7	Original	*	38	Original	*
8	Original	*	39	Original	*
9	Original	*	40	Original	*
10	Original	*	41	Original	*
11	Original	*	42	Original	*
12	Original	*	43	Original	*
13	Original	*	44	Original	*
14	Original	*	45	Original	*
15	Original	*	46	Original	*
16	Original	*	47	Original	*
17	Original	*	48	Original	*
18	Original	*	49	Original	*
19	Original	*	50	Original	*
20	Original	*	51	Original	*
21	Original	*	52	Original	*
22	Original	*	53	Original	*
23	Original	*	54	Original	*
24	Original	*	55	Original	*
25	Original	*	56	Original	*
26	Original	*	57	Original	*
27	Original	*	58	Original	*
28	Original	*	59	Original	*
29	Original	*	60	Original	*
30	Original	*	61	Original	*

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LOCAL SERVICES PRICE LIST

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PAGE	REVISION						
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68	Original	*					
69	Original	*					
70	Original	*					
71	Original	*					
72	Original	*					
73	Original	*					
74	Original	*					
75	Original	*					
76	Original	*					
77	Original	*					
78	Original	*					
79	Original	*					
80	Original	*					
81	Original	*					
82	Original	*					
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85	Original	*					

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LOCAL SERVICES PRICE LIST

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LOCAL SERVICES PRICE LIST

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**EXPLANATION OF SYMBOLS, REFERENCE MARKS AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST**

The following symbols shall be used in this Price List for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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LOCAL SERVICES PRICE LIST

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**APPLICATION OF PRICE LIST**

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Spectrotel, Inc. d/b/a One Touch Communications d/b/a Touch Base Communications, hereinafter referred to as the Company, to Customers within the State of Utah. Company services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This Price List is on file with the Utah Public Service Commission. In addition, this Price List is available for review at the main office of Spectrotel, Inc. at 3535 State Highway 66, Suite 7, Neptune, New Jersey 07553.

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LOCAL SERVICES PRICE LIST

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**PRICE LIST FORMAT**

**A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the price list. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the page currently in effect.

**C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

2  
2.1  
2.1.1  
2.1.1A.  
2.1.1A.(1)  
2.1.1A.(1)(a)  
2.1.1A.(1)(a)(1)

**D. Check Sheets** - When a price list filing is made with the Commission, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the pages contained in the price list, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The price list user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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LOCAL SERVICES PRICE LIST

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**SECTION 1 - DEFINITIONS**

**Access Line** - An arrangement that connects the Customer's location to a Company switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

**Advance Payment** - Part or all of a payment required before the start of service.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** - Utah Public Utilities Commission.

**Company or Carrier** - Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's price list.

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LOCAL SERVICES PRICE LIST

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

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

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP")** - The pulse type employed by rotary dial station sets.

**Direct Inward Dial (or "DID")** - A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

**Direct Outward Dial (or "DOD")** - A service attribute that allows individual station users to access and dial outside numbers directly.

**Dual Tone Multi-Frequency (or "DTMF")** - The pulse type employed by tone dial station sets.

**End User** - Any person, firm, corporation, partnership or other entity that uses the services of the Company under the provisions and regulations of this price list. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this price list shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Telcordia.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

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LOCAL SERVICES PRICE LIST

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**In-Only** - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

**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.

**LEC** - Local Exchange Company.

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

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

**Multi-Frequency or ("MF")** - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**PBX** - Private Branch Exchange.

**Premises** - A building or buildings on contiguous property.

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

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, 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 services executed by the Customer and the Company in the format devised by the Company. The signing of a Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this price list.

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**SECTION 2 - REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

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

The Company is responsible under this price list 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.

**2.1.2 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 price list 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.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**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 price list, a month is considered to have 30 days.
- B. Except as otherwise stated in this price list, 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 price list. 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 price list 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.
- D. In any action between the parties to enforce any provision of this price list, 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 price list; or
  - 2. the Customer is using the service in violation of the law.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (Cont'd.)**

- F.** This price list shall be interpreted and governed by the laws of the state of Utah 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 - 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 2.6.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, 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.

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**SECTION 2 - 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 - 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 non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
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 - 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 Price List does not preclude the Company from asserting its rights under other provisions.
- H.** Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly price list rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly price list rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

**I. With respect to Emergency Number 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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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

**I. With respect to Emergency Number 911 Service, (Cont'd.)**

3. When a Customer with a non-published 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 Price List, 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.



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**SECTION 2 - 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 price list. 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.

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**SECTION 2 - 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 price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list 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.

**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.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.8 Special Construction**

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this Price List remains in the Company, its partners, agents, contractors or suppliers.

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**SECTION 2 - 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 price list will apply.

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**SECTION 2 - 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 price list 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 price list;
- 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 2.3.1C.. 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;

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**SECTION 2 - 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 2.3.1D.; 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.

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**SECTION 2 - 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 Price List 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 Price List 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 Price List 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.

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**SECTION 2 - 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 price list. 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 price list.

**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.

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**SECTION 2 - 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 price lists of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list. 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 price list 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).

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**SECTION 2 - 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.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

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.

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.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN 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 PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 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.
- 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 price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 Billing and Collection of Charges, (Cont'd.)**

- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F.** The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- G.** No other charge, besides the late payment charge, whether described as a finance charge, service charge, discount, net or gross charge may be applied to an account for failure to pay an outstanding bill by the statement due date. This is not applicable to reconnection charges or return check charges.
- H.** If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.3 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 Utah Public Service Commission, Heber M. Wells Bldg., 160 East 300 South, Salt Lake City, UT 84111.
- 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.
- D.** While a Customer is proceeding with an informal or formal review of a dispute, no termination of local access service shall be permitted, if amounts not disputed are paid when due, subject to the Company's right to terminate service pursuant to R746-240-6D., Termination Without Notice.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, 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. An advance payment may be required in addition to a deposit.

**2.5.5 Deposits**

The Company does not collect Customer deposits.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.6 Discontinuance of Service**

- A.** A Customer's telecommunications service may be disconnected if a bill has not been paid or a payment arrangement has not been entered into within twenty (20) days from the date of mailing of a bill. The Customer shall be notified in writing of the Company's intention to discontinue service and be allowed no less than seven (7) days from the mailing date to respond to the notice.
- B.** The Company shall postpone discontinuance of service of a residential customer for thirty (30) days from the date of a certificate of a licensed physician which states that discontinuance of service will aggravate an existing medical emergency for the customer, a member of his family or other permanent resident on the premises where service is rendered.
- C.** On the business day prior to actual discontinuance of local exchange service, the Company shall make a reasonable effort to contact the Customer to verbally apprise the Customer of proposed action and steps to take to avoid or delay discontinuance. The verbal notice shall include the same information as required in the written notice. Records of such contacts including dates and employee names will be kept by the Company.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.6 Discontinuance of Service, (Cont'd.)**

**D.** Service may be disconnected after proper notice for any of the following reasons:

1. Nonpayment of billed and delinquent charges, deposits deferred payments owed to the Company;
2. abusive use of the telephone services in a manner that interferes with the service of another person;
3. Intentional use of service in a manner which causes wrongful billing charges to another person.
4. Intentional use of service to transmit messages or to locate a person or to give or obtain information, without payment of appropriate message charges.
5. Use of service with fraudulent intent by impersonating someone else.
6. Use of service for unlawful purposes.
7. Tampering with or destroying Company lines, equipment or other properties.
8. Subterfuge or deliberately furnishing false information when applying for and obtaining telephone services.
9. Abandonment of the service.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.6 Discontinuance of Service, (Cont'd.)**

- E. Service may be disconnected without notice for any of the following reasons:
1. When a clear emergency or serious health or safety hazard exists, or when there is unauthorized use of or diversion of a Company service or tampering with lines, or other property owned by the Company.
  2. Where service is connected without authority by a person who has not made application for service or who has reconnected service following suspension or service for nonpayment.
  3. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
  4. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
  5. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
  6. Without notice in the event of tampering with the equipment or services furnished by the Company.
  7. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
  8. If a Customer breaches a condition or term of a deferred payment agreement, the Company may treat that breach as a delinquent account and shall terminate service without further notice.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.7 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 below.
- 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 ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 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. The special charges described in 2.5.7.A. through 2.5.7.C. will be calculated and applied on a case-by-case basis.

**2.5.8 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 installation fee shall be adjusted accordingly.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this price list 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 2.6.1 for the part of the service that the interruption affects.

**2.6.1 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 Price List.
- 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.
- 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.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.2 Limitations of Allowances**

- A. No credit allowances will be provided for monthly recurring surcharges, taxes or fees including, but not limited, to the following:
  - (i) E911 Service Surcharge
  - (ii) Utah Poison Control Center Tax
  - (iii) Utah TRS Surcharge
  - (iv) End User Common Line Surcharge
  - (v) Primary Interexchange Carrier Charge
  - (vi) Local Number Portability Surcharge
- B. Due to the negligence of or noncompliance with the provisions of this Price List by any person or entity other than the Company, including but not limited to the Customer;
- C. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- D. Due to circumstances or causes beyond the reasonable control of the Company;
- E. 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;
- F. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the 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 2.6.3), or utilize another service provider;

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.2 Limitations of Allowances, (Cont'd.)**

- G.** 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;
- H.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- I.** That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.6.3 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.

**2.6.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.4 Application of Credits for Interruptions in Service, (Cont'd.)**

**D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to, but not including, 3 hours	1/10 Day
3 hours up to, but not including, 6 hours	1/5 Day
6 hours up to, but not including, 9 hours	2/5 Day
9 hours up to, but not including, 12 hours	3/5 Day
12 hours up to, but not including, 15 hours	4/5 Day
15 hours up to, but not including, 24 hours	One Day

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**F. Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.5 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.

**2.7 Use of Customer's Service by Others**

**2.7.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this price list. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.



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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.8 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 2.6.1 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 period, set forth in Section 2.5.2.

**2.8.1 Termination Liability**

- 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 Price list for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.9 Cancellation by Customer**

Customers may cancel service verbally or in writing. 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 line will have the entire Account disconnected, including any secondary line and all associated features. 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.

**2.10 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.

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**SECTION 2 - 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 Price List.

**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.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.11 Customer Liability for Unauthorized Use of the Network, (Cont'd.)**

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

- 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 Price List, 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.

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LOCAL SERVICES PRICE LIST

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**SECTION 2 - 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 price list, all notices or other communications required to be given pursuant to this price list 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.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.13 Taxes, Fees and Surcharges**

**2.13.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this Price List. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

**2.13.2** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), compensation to pay telephone service providers, E911 Assessments and Relay Services. Fees or surcharges for such programs will be included in this section of the Price List.

**A. Utah Universal Service Fund Surcharge**

All Customers will be assessed a surcharge to support the Utah Universal Service ("UUSF") program. The UUSF Surcharge will be based on a percentage of the Customer's total local billing including any non-recurring, recurring, usage and per call charges. This surcharge will appear as a separate line item on the Customer's bill. The percentage applied to the Customer's local billing will be equal to the assessment percentage paid by the Company as determined by Utah law or Commission rules rounded up to the nearest whole percent, and may vary from time to time as required by Utah law or Commission rules.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.13 Taxes, Fees and Surcharges, (Cont'd.)**

**2.13.2 (Cont'd.)**

**B. E911 Service Surcharge**

All Customers will be assessed a per line surcharge to support local E911 Service Program. The E911 Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by local jurisdictional assessments rounded up to the nearest whole cent, and may vary from time to time as required by Utah law, Commission rules or local jurisdiction requirements.

**C. Utah Poison Control Center Tax**

All Customers will be assessed a per line surcharge to support the Utah Poison Control Center program. This surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by Utah law or Commission rules rounded up to the nearest whole cent, and may vary from time to time as required by Utah law or Commission rules.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.13 Taxes, Fees and Surcharges, (Cont'd.)**

**2.13.2 (Cont'd.)**

**D. Utah Telecommunications Relay Service Surcharge**

All Customers will be assessed a per line surcharge to support the Utah Telecommunications Relay Service ("UTRS") program. The UTRS Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by Utah law or Commission rules rounded up to the nearest whole cent, and may vary from time to time as required by Utah law or Commission rules.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.14 Miscellaneous Provisions**

**2.14.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

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.

**2.14.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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**SECTION 3 - SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC:

- 1) Qwest

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES**

**4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

**Primary Line Connection Charge:** Applies to requests for initial connection or establishment of telephone service with the Company.

**Secondary Line Connection Charge:** Applies to installation of a second or additional access line.

**Service Order Charge:** Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

**4.1.1 Rates**

	<b>Business</b>	<b>Residential</b>
Line Connection Charge		
Primary Line	\$50.00	\$25.00
Secondary Line	\$50.00	\$25.00
Service Order Charge		
Moves/Adds/Changes	\$32.00	\$10.00

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.2 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	<b>Business</b>	<b>Residential</b>
Repair Charge – 1 <sup>st</sup> 30 Minutes	\$60.00	\$60.00
Repair Charge – Each Add'15 Minutes	\$30.00	\$30.00

**4.3 Restoral Charge**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<b>Business</b>	<b>Residential</b>
Per occasion, per line:	\$50.00	\$25.00

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.4 Carrier Presubscription**

**4.4.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that 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. Presubscription does not prevent a Customer who has presubscribed 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.

**4.4.2 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.

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.4 Carrier Presubscription, (Cont'd.)**

**4.4.2 Presubscription Options, (Cont'd.)**

- 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 Customers' 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.

**4.4.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below:

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.4 Carrier Presubscription, (Cont'd.)**

**4.4.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

**4.4.5 Presubscription Charges**

**A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 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 or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.5 Public Telephone Surcharge**

In order to recover Company 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 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 "#" 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: \$0.60

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**SECTION 5 – BASIC SERVICES AND RATES**

**5.1 General**

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

**5.1.1 Application of Business and Residential Rates**

- A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.

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**SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)**

**5.1 General (Cont'd.)**

**5.1.1 Application of Business and Residential Rates (Cont'd.)**

**B. Business rates apply at the following locations, among others:**

1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
4. In any residence location where there is substantial business use of the service and the customer has no service at business rates.

**C. Residence rates apply at the following locations, among others:**

1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

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**SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)**

**5.1 General (Cont'd.)**

**5.1.2 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in A. following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in B. following are offered at no charge to Customers:

- A. Governmental fire fighting, Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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**SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)**

**5.2 Charges Based on Duration of Use**

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:

- 5.2.1** 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.
- 5.2.2** 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). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 5.2.3** 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.
- 5.2.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5** All times refer to local time.
- 5.2.6** Calls may be rated as Peak and Off-Peak. Off-Peak usage is considered to be from 9:00 PM to 8:00 AM on weekdays, and all day Saturday, Sunday, Thanksgiving Day, Christmas Day, New Years Day, Independence Day and Labor Day. All other calls are considered to be Peak usage.

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**SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)**

**5.3 Basic Local Exchange Service**

**5.3.1 General**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

1. receive calls from other stations on the public switched telephone network;
2. access the Company's Local Calling Services and other Services as set forth in this tariff;
3. access interexchange calling services of the Company and of other carriers;
4. access (at no additional charge) to the Company's operators and business office for service related assistance;
5. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
6. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

- 5.3.2 Exchange Access Line** - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

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**SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)**

**5.3 Basic Local Exchange Service (Cont'd.)**

**5.3.3 Business Local Exchange Service**

Business Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat or message rate basis depending on the service plan selected by the Customer. Not all service plans may be available in all areas.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Calling features are available at the rates set forth in Section 6 of this tariff.

There are two (2) service options:

**A. Flat Rate Service**

Under this service offering, the Customer pays a flat monthly rate, which includes unlimited local calling.

**B. Message Rate Service**

Under this service offering, the Customer pays a Network Access Line Charge, plus a message charge for local messages.

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**SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)**

**5.3 Basic Local Exchange Service (Cont'd.)**

**5.3.3 Business Local Exchange Service (Cont'd.)**

**D. Rates and Charges**

1. Flat Rate Service

Flat Charge for Network Access Line and unlimited local calling within the local calling area.

Per Month, per line  
\$26.00

2. Message Rate Service

a. Network Access Line Charge

Per Month, per line  
\$20.00

b. Local Message Rate

Per Call  
\$0.08

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**SECTION 5 – BASIC SERVICES AND RATES (CONT'D.)**

**5.3 Basic Local Exchange Service (Cont'd.)**

**5.3.4 Residential Local Exchange Service**

Residential Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Residential Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Residential Service is offered on a flat rate basis. Under the standard flat rate offering, the Customer pays a flat monthly rate, which includes unlimited local calling within the local calling area. Calling features are available at the rates set forth in Section 6 of this tariff.

**A. Rates and Charges**

**1. Flat Rate Service**

Flat Charge for Network Access Line and unlimited local calling within the local calling area.

Per Month, per line  
\$13.00

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**SECTION 6 – SUPPLEMENTAL SERVICES**

**6.1 Optional Calling Features**

**6.1.1 General**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

**6.1.2 Description of Features**

**Anonymous Call Rejection** – Allows Customer to automatically reject calls that have been marked as anonymous.

**Call Blocker** – Allows Customer to block calls from preselected telephone numbers.

**Call Forwarding** - Automatically routes incoming calls to a predetermined telephone number

**Call Return** - Automatically redials the last incoming call.

**Call Trace** - Allows the Customer to dial a Call Trace activation code to initiate a trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the Central Office and will be made available only to law enforcement agencies, as directed by the Customers.

**Call Waiting** - Signals the Customer with a burst of tone to indicate that another call is waiting.

**Call Waiting ID** – Allows Customer to identify the name and number of an incoming caller when the customer is already speaking and another call is received.

**Caller ID** - Provides for the display of the calling party telephone number on Caller ID compatible customer premises equipment.

**Caller ID with Name** – Provides for the display of the calling party name and telephone number on Caller ID compatible customer premises equipment.

**Personalized Ring** – Provides the Customer with separate telephone numbers, each with a distinctive ring, associated with one line.

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.1 Custom Calling Features (Cont'd.)**

**6.1.2 Description of Features (Cont'd.)**

**Priority Call** – Provides Customer with a distinctive ring when Customer is called from preselected telephone numbers.

**Remote Access to Call Forwarding** - Allows for the Customer to automatically forward all incoming calls to another telephone number.

**Repeat Dialing** - Automatically redials a busy number for up to 30 minutes until line is available.

**Speed Calling 8** - Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

**Speed Calling 30** - Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

**Three-Way Calling** - Allows the Customer to add a third party to an existing conversation.

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.1 Custom Calling Features (Cont'd.)**

**6.1.3 Rates and Charges**

- A. The following features are available to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the features.

The rates and charges below are provided on a month-to-month basis.

Custom Calling Feature	Monthly Recurring Charge	
	Business	Residential
Anonymous Call Rejection	\$6.00	\$6.00
Call Blocker	\$3.95	\$3.95
Call Forwarding	\$4.00	\$1.85
Call Forwarding Busy Line	\$7.50	\$0.40
Call Forwarding Don't Answer	\$2.00	\$0.90
Call Forwarding Busy Line/Don't Answer	\$3.00	\$1.20
Selective Call Forwarding	\$5.50	\$5.50
Call Return	\$5.50	\$5.50
Call Waiting	\$8.00	\$8.00
Call Waiting ID	N/A	\$8.00
Caller ID - Number	\$10.00	\$9.00
Caller ID with Name and Number	\$10.00	\$10.00
Personalized Ring – 1 number	\$7.45	\$6.00
Personalized Ring – 2 number	\$5.25	\$3.50
Priority Call	\$5.00	\$5.00
Remote Access to Call Forwarding	\$9.00	\$6.00
Repeat Dialing	\$4.50	\$4.50
Speed Calling 8	\$4.50	\$4.50
Speed Calling 30	\$5.50	\$5.50
Three-Way Calling	\$6.00	\$5.50

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.1 Custom Calling Features (Cont'd.)**

**6.1.3 Rates and Charges (Cont'd.)**

- B.** The following features are available to all local exchange Customers on a per use basis. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

<b>Custom Calling Feature</b>	<b>Rate Per Use</b>
Call Return	\$0.75
Repeat Dialing	\$0.75
Three Calling	\$0.75
Call Trace	\$1.85

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.2 Directory Assistance Service**

**6.2.1 General**

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges. There are no call allowances for Directory Assistance Services.

**6.2.2 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 originating from a Public Telephone Service line to points within the local and intraLATA calling area.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number provided that the calling party reports the wrong number to the Company.
- D. Requests for telephone numbers that were omitted from the alphabetical directory as a result of Company error.

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.2 Directory Assistance Service (Cont'd.)**

**6.2.3 Rates**

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Local and IntraLATA DA, Per Listing

Direct Dialed: \$1.99

Operator Assisted: \$5.39

National DA, Per Listing

Direct Dialed: \$2.49

Operator Assisted: \$5.39

**6.2.4 Call Completion**

The appropriate operator assisted per call surcharge will apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number. See Section 6.3.3.A of this tariff for rates.

There are no allowances for Directory Assistance Call Completion, however, the Directory Assistance portion of the call is still governed by appropriate call allowances and exemptions as stated in Section 6.2.2 of this tariff.

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.3 Operator Services**

**6.3.1 General**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

**Customer Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

**Operator Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

**Operator Station** - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

**Person-to-Person** - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.3 Operator Services (Cont'd.)**

**6.3.2 Busy Line Verification and Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

A Verification Charge will apply when:

- A.** The operator verifies that the line is busy with a call in progress, or
- B.** The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

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.

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.3 Operator Services (Cont'd.)**

**6.3.3 Rates**

**A. Local Operator Service Rates**

**1. Usage Charges**

Usage charges will be billed at the rate in effect for the presubscribed service plan purchased by the Customer. See Section 5 of this tariff.

**2. Per Call Service Charges**

	<u>Per Call</u>
Customer Dialed Calling Card (Automated)	\$0.80
Operator Partially Assisted Station-to-Station	\$2.25
Operator Fully Assisted Station-to-Station	\$3.40
Operator Partially Assisted Person-to-Person	\$4.90
Operator Fully Assisted Person-to-Person	\$6.05

**B Busy Line Verification and Line Interrupt Service Rates**

	<u>Per Request</u>
Busy Line Verification	\$3.00
Busy Line Interrupt	\$6.00

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.4 Directory Listing Service**

**6.4.1 General Terms and Conditions**

- A.** 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 areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company 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.
- B.** 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 line is required to properly list the Customer, no additional charge is made.
- C.** 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.
- D.** 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 residential listings in the Residential 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.
- E.** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.4 Directory Listing Service (Cont'd.)**

**6.4.1 General Terms and Conditions (Cont'd.)**

- F.** Rates and regulations for listing service are applicable only to listings in the alphabetical directories.
- G.** Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
- H.** A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
- I.** Listing services are available with all classes of main telephone exchange service.

**6.4.2 Listings**

**A. Primary Listing**

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

**B. Additional Listings**

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the customer, with a minimum service period of one month.

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.4 Directory Listing Service (Cont'd.)**

**6.4.2 Listings (Cont'd.)**

**C. Nondirectory Listed Service**

Nondirectory listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.4 Directory Listing Service (Cont'd.)**

**6.4.2 Listings (Cont'd.)**

**D. Nonpublished Service**

Nonpublished service means that the customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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**SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D.)**

**6.4 Directory Listing Service (Cont'd.)**

**6.4.3 Rates**

**A. Monthly Recurring Charges**

	<b>Business</b>	<b>Residential</b>
Additional Listing, per listing:	\$6.00	\$3.00
Non-Published, per line	\$2.50	\$2.50
Non-Listed Service, per listing:	\$1.50	\$1.50

**B. Nonrecurring Charges**

	<b>Business</b>	<b>Residential</b>
Additional Listing, per listing:	N/C	N/C
Non-Published, per line	N/C	N/C
Non-Listed Service, per listing:	N/C	N/C

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**SECTION 7 – ACCESS SERVICES**

**7.1 General**

Rates and regulations for the Access Services offered by the Company may be found in Utah Price List No. 2 for Spectrotel, Inc.

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**SECTION 8 – SPECIAL ARRANGEMENTS**

**8.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the Public Service Commission.

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**SECTION 8 – SPECIAL ARRANGEMENTS, (CONT'D.)**

**8.2 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company 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.

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**SECTION 9 - PROMOTIONAL OFFERINGS**

**9.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

**9.2 Special Promotions**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.

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**EXHIBIT G-2**

Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications

Proposed Access Tariff

ACCESS SERVICES TARIFF

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TITLE PAGE

SPECTROTEL, INC.

d/b/a OneTouch Communications

d/b/a Touch Base Communications

Regulations and Schedule of Intrastate Access Rates

Within the State of Utah

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate access telecommunications services by Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications. This tariff is available for public inspection during normal business hours at the main office at 3535 State Highway 66, Suite 7, Neptune, NJ 07753.

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ACCESS SERVICES TARIFF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*	51	Original	*
1	Original	*	27	Original	*	52	Original	*
2	Original	*	28	Original	*	53	Original	*
3	Original	*	29	Original	*	54	Original	*
4	Original	*	30	Original	*	55	Original	*
5	Original	*	31	Original	*	56	Original	*
6	Original	*	32	Original	*	57	Original	*
7	Original	*	33	Original	*	58	Original	*
8	Original	*	34	Original	*	59	Original	*
9	Original	*	35	Original	*	60	Original	*
10	Original	*	36	Original	*	61	Original	*
11	Original	*	37	Original	*			
12	Original	*	38	Original	*			
13	Original	*	39	Original	*			
14	Original	*	40	Original	*			
15	Original	*	41	Original	*			
16	Original	*	42	Original	*			
17	Original	*	43	Original	*			
18	Original	*	44	Original	*			
19	Original	*	45	Original	*			
20	Original	*	46	Original	*			
21	Original	*	47	Original	*			
22	Original	*	48	Original	*			
23	Original	*	49	Original	*			
24	Original	*	50	Original	*			
25	Original	*						

\* - indicates those pages included with this filing

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ACCESS SERVICES TARIFF

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**EXPLANATION OF SYMBOL**

- (C) - To signify changed rate, regulation or condition.
- (D) - To signify discontinued rate, regulation or condition.
- (I) - To signify an increase.
- (M) - To signify text relocated without change.
- (N) - To signify new material, including a listing, rate, regulation, rule or condition.
- (R) - To signify a reduction.
- (T) - To signify a change in the word of text, but no change in the rate, rule or condition.

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ACCESS SERVICES TARIFF

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX or 950-XXXX.

**Access Line** - An arrangement which connects the Customer's local exchange line to a Company designated switching center or point of presence.

**Access Minutes** - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

**Access Service Request (ASR)** - The service order form used by access service Customers and the Company to the process of establishing, moving or rearranging access services provided by the Company.

**Access Tandem** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

**Answer Supervision** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

**Automatic Number Identification (ANI)** - The automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

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

**Bps** - Bits per second. The number of bits transmitted in a one second interval.

**Call** - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)**

Central Office - The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

Commission - Refers to the Utah Public Service Commission, unless otherwise indicated.

Company or Carrier - Used throughout this tariff to indicate Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications.

Constructive Order - Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the Customer is an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach its End User customer(s).

Customer Premises - The premises specified by the Customer for termination of access services. Typically an Interexchange Carrier's Point of Presence.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)**

Dedicated Access - Where originating or terminating access between an end user and an interexchange carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence or designate without utilizing the services of the local switched network.

DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

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

End Office - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

End Office Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the End User is connected via station loops or trunks to an End Office Switch.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the End User is the customer of an Interexchange Carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this tariff to provide the End User with access to the IC's communication and switching systems.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)**

**End User Premises** - The premises specified by the Customer or End User for termination of access services at the End User's physical location.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such End Offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

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

**Gbps** - Gigabits per second; billions of bits per second.

**Host Office** - An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

**Individual Case Basis or ICB** - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case.

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

**Intrastate** - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

**Interexchange Carrier (IXC or IC)** - A long distance telecommunications services provider that furnishes services between exchange areas.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)**

Kbps - Kilobits per second; 1000s of bits per second.

LATA - Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

LEC - Local Exchange Company.

Mbps - Megabits per second; millions of bits per second.

Message - See Call.

N/A - Not Applicable.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish a service or feature.

NPA - Numbering Plan Area or area code.

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

OC-48 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)**

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

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

Originating Direction - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

PIC Authorization - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

PIC - Primary Interexchange Carrier.

Point of Presence or POP - The physical location associated with an Interexchange Carrier's communication and switching systems.

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

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

Presubscription - An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Primary Interexchange Carrier - The IXC designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

Private Line - A service which provides dedicated path between one or more Customer Premises.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)**

Query - The inquiry to a Company data base to obtain information, processing instructions or service data.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

Remote Switching Modules or Remote Switching Systems (RSM/RSS) - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the service order or 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 - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order services offered under this tariff.

Serving Wire Center Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer is connected via station loops or trunks to a Serving Wire Center Switch.

Special Access - See Dedicated Access.

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

Switched Access - Where originating or terminating access between an end user and an interexchange carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)**

Tandem Switch - See Access Tandem.

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

Terminating Direction - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

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

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

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

- 2.1.1** The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2** The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3** 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.
- 2.1.4** The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

**2.2 Use of the Company's Service**

- 2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2** 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.
- 2.2.3** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4** Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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

**2.3 Limitations**

- 2.3.1** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3** 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.
- 2.3.4** The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not 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.
- 2.3.5** The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

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

**2.4 Assignment and Transfer**

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 to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

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

**2.5 Application or Service**

Customers may be required to enter into written or oral 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.

**2.6 Ownership of Facilities**

**2.6.1** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

**2.6.2** Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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

**2.7 Liability of the Company**

- 2.7.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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

**2.7 Liability of the Company, (Cont'd.)**

- 2.7.6** No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8** 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.
- 2.7.9** Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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

**2.8 Liability of the Customer**

- 2.8.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the 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.
- 2.8.2** To the extent caused by the acts or omissions of the Customer as described in 2.8.1, 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 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 to such third party.
- 2.8.3** A 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.
- 2.8.4** The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to a Customer. Unauthorized use 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. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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

**2.9 Obligations of the Customer**

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

- A. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- B. providing at no charge, as specified by the Company upon ordering service, any needed equipment, secured space, power, supporting structures, and conduit 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 premise;
- C. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1 (b). Any and all costs associated with the 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;
- D. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise 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 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., friable asbestos) prior to any construction or installation work;

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

**2.9 Obligations of the Customer (Continued)**

**2.9.1 (continued)**

- E. 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 2.9 (c); and granting or obtaining permission for Company agents or employees to enter the premise 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;
- F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H. ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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

**2.9 Obligations of the Customer, (Cont'd.)**

**2.9.2** With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

**A. Design of Customer Services**

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

**B. Network Contingency Coordination**

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

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

**2.9 Obligations of the Customer, (Cont'd.)**

**2.9.2 (Cont'd.)**

C. Jurisdictional Reports

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- .1 Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.
- .2 Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.
- .3 Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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

**2.9 Obligations of the Customer, (Cont'd.)**

**2.9.2 (Cont'd.)**

**D. Jurisdictional Audits**

- .1 The Customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- .2 Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single customer no more than once per year. The customer shall supply the required data within 30 calendar days of the Company request.
- .3 In the event that an audit reveals that any customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
- .4 Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- .5 Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the customer to receive such results.

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

**2.10 Billing and Payment For Service**

**2.10.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s).

**2.10.2 Minimum Period**

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

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

**2.10 Billing and Payment For Service, (Cont'd.)**

**2.10.3 Payment for Service**

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff. Any known unbilled charges for prior periods and any known unbilled adjustments also will be applied to this bill. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. 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 as specified on the bill. The Company reserves the right to utilize as its sole and exclusive billing method electronic invoices that are accessible by the Customer via a secure web interface.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Any requests by the Customer for call detail records supporting billed usage charges must be submitted to the Company in writing or via electronic mail that is acknowledged as received by the Company, within sixty (60) days of the date of the invoice on which the usage was billed. Any such call detail records will be provided in a format to be mutually agreed between the Company and the Customer.
- E. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion 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 under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. 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 30 days.

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

**2.10 Billing and Payment For Service, (Cont'd.)**

**2.10.3 Payment for Service, (Cont'd.)**

- G. Amounts not paid within 30 days after the mailing date of invoice will be considered past due.

**2.10.4 Disputed Charges**

- A. Any objections to billed charges must be reported to the Company or its billing agent in writing or via electronic mail that is acknowledged by the Company within ninety (90) days of the invoice date of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, 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 ninety (90) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- 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.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

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

**2.10 Billing and Payment For Service, (Cont'd.)**

**2.10.5 Late Payment Fees**

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

**2.10.6 Returned Check Charge**

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.11 Taxes, Surcharges and Fees**

**2.11.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

**2.11.2** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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

**2.12 Deposits and Advanced Payments**

**2.12.1 General**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

**2.12.2 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 under Commission 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 maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months service.
- C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.
- D. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- E. 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.

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

**2.12 Deposits and Advanced Payments (Continued)**

**2.12.3 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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

**2.13 Cancellation by Customer**

**2.13.1 General**

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network.. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

**2.13.2 Cancellation of Application for Service**

- A. Where the Company permits the 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 below.
- 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 the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 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, less net salvage, may apply. 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. The charges described above will be calculated and applied on a case-by-case basis.

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

**2.14 Cancellation by Company**

**2.14.1** Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

**2.14.2** The Company may refuse or discontinue service to a Customer under the following conditions. The Company will give notice to Customers of such refusal or discontinuance at the earliest reasonable opportunity.

- A. For violation of law: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- B. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C. In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- D. In the event of tampering with the equipment or services owned by the Company or its agents in a manner which adversely affects the network or other customers.
- E. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- F. If any of the facilities, appliances, or apparatus on Customer's premise are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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

**2.14 Cancellation by Company, (Cont'd.)**

**2.14.3** The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) business days written notice to comply with any rule or remedy any deficiency:

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due. If any billed amount is in dispute, the customer has the right to appeal to the PUCO. Service will not be discontinued while the dispute is under PUCO review.
- B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premise of such person.
- E. For use of telephone service for any property or purpose other than that described in the application.
- F. For Customer's breach of any contract for service between the Company and the Customer.

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

**2.15 Restoration of Service**

- 2.15.1** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2** A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3** Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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

**2.16 Provision of Company Equipment and Facilities**

- 2.16.1** 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.
- 2.16.2** 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.
- 2.16.3** Equipment the Company provides or installs at the Customer premise shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4** 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 under 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:
- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - B. the reception of signals by Customer-provided equipment; or
  - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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

**2.17 Interconnection**

- 2.17.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2** Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3** The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4** If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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

**2.18 Customer-Provided Equipment**

- 2.18.1** 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 represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2** Terminal equipment on the user's premise and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3** 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.
- 2.18.4** 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 under this Section 2.18 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.
- 2.18.5** 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 may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6** 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.

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

**2.19 Inspection, Testing and Adjustments**

- 2.19.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.19.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.
- 2.19.3** 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 applies 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.

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

**2.20 Allowances for Interruptions in Service**

**2.20.1 General**

- A. Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. 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 to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premise for test and repair by the Company, or continues to make voluntary use of the service, 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 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.

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

**2.20 Allowances for Interruptions in Service, (Cont'd.)**

**2.20.2 Limitations of Allowances**

- A. No credit allowance will be made for any interruption in service:
- .1 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;
  - .2 due to the failure of power, equipment, systems, connections or services not provided by the Company;
  - .3 due to circumstances or causes beyond the reasonable control of the Company;
  - .4 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;

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

**2.20 Allowances for Interruptions in Service, (Cont'd.)**

**2.20.2 Limitations of Allowances, (Cont'd.)**

- A. No credit allowance will be made for any interruption in service: (Cont'd.)
- .5 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;
  - .6 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
  - .7 that was not reported to the Company within 30 days of the date that service was affected.
  - .8 Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

**2.20.3 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.

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

**2.20 Allowances for Interruptions in Service, (Cont'd.)**

**2.20.4 Application of Credits for Interruptions in Service**

- A. Except as provided in Section 2.10.2 A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:  
  
$$\text{Credit} = A/720 \times B$$
  
  
A = outage time in hours (must be 8 or more)  
B = total monthly recurring charge for affected service.
- D. No credits will be provided for usage sensitive services.

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

**2.21 Notices and Communications**

- 2.21.1** 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2** 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 bills for service to which the Customer shall mail payment on that bill.
- 2.21.3** Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4** Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5** 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 second 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.
- 2.21.6** 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.

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

**2.22 Mixed Interstate and Intrastate Switched Access Services**

**2.22.1** When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.2 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the interstate rate.

**2.22.2** A similar calculation is then performed to determine the intrastate portion of the bill.

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

**2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities**

**2.23.1** When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.9.2.

- A. If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- B. If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.
- C. If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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**SECTION 3 - SWITCHED ACCESS SERVICE**

**3.1 General**

- 3.1.1** Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.
- 3.1.2** When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3** In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.2 Manner of Provision**

- 3.2.1** Switched Feature Group (FG) Access is furnished for originating and terminating calls by the Customer to its End User. FG Access is furnished on a per-line or per trunk basis.
- 3.2.2** Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for FG Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 3.2.3** Feature Group Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).
- 3.2.4** Two types of Feature Group Access are available:
- A. Tandem Connect Access: This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from Company's End Office via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
  - B. Direct Connect Access: The Company will provide facilities between the Customer's premises and a Company End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access. Direct Connect Access is provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 4 of this tariff.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.3 Rate Categories**

There are three rate categories that apply to Switched Access Service:

- End Office Switching (includes Common Line and Switched Transport)
- Toll-Free 8XX Data Base Access Service
- Optional Features

**3.3.1 End Office Switching**

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. This element includes the following rate categories:

- A. Common Line  
The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.
- B. Switched Transport  
The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office that serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.
- C. End Office Switching  
The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.3 Rate Categories, (Cont'd.)**

**3.3.2 Toll-Free 8XX Data Base Query**

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

**3.3.3 Switched Access Optional Features**

Various optional features may be available and will be priced on an individual case basis.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.4 Access Ordering**

**3.4.1 General**

- A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
  - .1 Customer name and Premises address(es);
  - .2 Billing name and address (when different from Customer name and address); and
  - .3 Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.4 Access Ordering, (Cont'd.)**

**3.4.2 Access Service Date Intervals**

- A. Access Service is provided with Standard or Negotiated Intervals
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
  - .1 For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
  - .2 For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Company will negotiate a Service Date interval with the Customer when:
    - (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
    - (b) There is no existing facility connecting the Customer Premises with the Company; or
    - (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
    - (d) The Company determines that Access Service cannot be installed within the Standard Interval.
- C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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ACCESS SERVICES TARIFF

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.4 Access Ordering, (Cont'd.)**

**3.4.3 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

**3.5 Special Construction or Special Service Arrangements**

**3.5.1** Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 4 of this tariff.

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ACCESS SERVICES TARIFF

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.6 Obligations of the Company**

**3.6.1** With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

**A. Network Management**

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

**B. Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.



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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.7 Obligations of the Customer**

**3.7.1** The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 2.9 of this tariff and are as follows:

**A. Report Requirements**

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

**.1 Jurisdictional Reports**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.2(c) preceding. Charges will be apportioned in accordance with those reports.

**.2 Code Screening Reports**

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

**B. On and Off-Hook Supervision**

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

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.8 Rate Regulations**

**3.8.1 General**

There are three type of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

**3.8.2 Types of Charges**

- A. Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.
- C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.8 Rate Regulations, (Cont'd.)**

**3.8.3 Measurement of Access Minutes**

- A. When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.
- B. For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.
- D. For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- E. Mileage, where applicable, will be measured in accordance with standard industry practices.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.8 Rate Regulations, (Cont'd.)**

**3.8.4 Moves**

A. A move of services involves a change in the physical location of one of the following:

- .1 The point of termination at the Customer's Premises, or
- .2 The Customer's Premises

B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

.1 Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

.2 Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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ACCESS SERVICES TARIFF

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.8 Rate Regulations, (Cont'd.)**

**3.8.5 Installation of Optional Features**

- A. If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.
- B. For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

**3.8.6 Service Rearrangements**

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes that result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

ACCESS SERVICES TARIFF

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.9 Rates and Charges**

**3.9.1 Common Line Access Service**

- Per Originating Minute	Note <sup>1</sup>
- Per Terminating Minute	Note <sup>1</sup>

**3.9.2 Tandem Connect Access**

Tandem Switching Transport (varies by mileage between Tandem Switch and End Office/Remote)

A.	Tandem Switched Transport, per Minute	Note <sup>1</sup>
B.	Tandem Switched Transport, per Minute, per Mile	Note <sup>1</sup>
C.	Access Tandem Switching, per Minute	Note <sup>1</sup>
D.	Access Tandem Switching - Common Multiplexing, Per Minute	Note <sup>1</sup>
E.	Access Tandem Switching - Common Transport, Per Minute	Note <sup>1</sup>

**3.9.3 End Office Switching**

Local Switching, per Minute	\$0.025
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**3.9.4 Toll-Free 8XX Data Base Access Service**

Per Query	\$0.0075
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Note<sup>1</sup> All access minutes are billed at a single rate per minute found in Section 3.9.3, Local Switching. This composite includes elements traditionally billed as Tandem Switched Transport.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.9 Rates and Charges, (Cont'd./)**

**3.9.5 Switched Access Optional Features**

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 4 of this tariff.

**3.9.6 Service Order Charges**

Service Order Charges are non-recurring charges to recover the administrative costs associated with initiating Access Service.

**A. Service Implementation**

- |    |   |          |
|----|---|----------|
| 1. | Access Order Charge, per Access Request | \$60.00  |
| 2. | Installation Charge, per Trunk          | \$115.00 |

- |    |                                       |         |
|----|---------------------------------------|---------|
| B. | Service Date Change, per Access Order | \$25.00 |
|----|---------------------------------------|---------|

- |    |   |          |
|----|---|----------|
| C. | Design Change/Partial Cancellation Charge, per Access Order | \$ 50.00 |
|----|---|----------|

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ACCESS SERVICES TARIFF

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**SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION**

**4.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, 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 to the first contract Customer as specified in each individual contract.

**4.2 Special Service Arrangements**

4.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.

4.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

4.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

**4.3 Non-Routine Installation Charges**

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 or night hours, additional charges may apply.

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**SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (CONT'D.)**

**4.4 Special Construction Charges**

**4.4.1 General**

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
  - (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
  - (d) in a quantity greater than that which the Company would normally construct;
  - (e) on an expedited basis;
  - (f) on a temporary basis until permanent facilities are available;
  - (g) involving abnormal costs;
  - (h) in advance of its normal construction; or
  - (i) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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## **VERIFICATION**

VERIFICATION

STATE OF NEW JERSEY

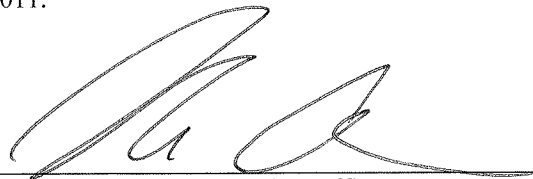
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COUNTY OF MONMOUTH

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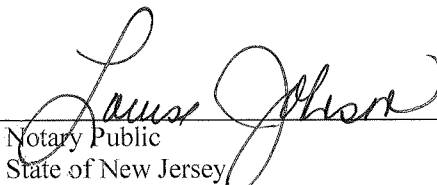
I, Ross Artale, being first duly sworn, depose and state that I am Chief Operating Officer of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, the Applicant in the subject proceeding; that I am authorized to make this Verification on its behalf; that I have read the foregoing application and exhibits and know the content thereof; that the same are true and correct to the best of my knowledge, information, and belief.

Executed on this 29 day of July, 2011.



Ross Artale, Chief Operating Officer  
Spectrotel, Inc.  
d/b/a OneTouch Communications  
d/b/a Touch Base Communications

Subscribed and sworn to before me this 29 day of July, 2011.



Notary Public  
State of New Jersey

My commission  
expires:

7/10/2015  
Louise Johnson  
Notary Public of New Jersey  
My Commission Expires July 10, 2015