

COMTECH21, LLC

REGULATIONS AND SCHEDULE APPLYING TO THE  
RESALE OF INTEREXCHANGE TOLL TELECOMMUNICATION SERVICES  
WITHIN THE COMMONWEALTH OF PENNSYLVANIA

This tariff applies to the interexchange telecommunications services furnished by COMTECH21, LLC ("Carrier") between one or more points within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission and is in concurrence with the rules and regulations of 52 PA Code, Chapters 63 and 64. Copies of this tariff may be inspected, during normal business hours, at Carrier's principal place of business, One Barnes Park South, Wallingford, CT. 06492

Issued: June 1, 2015

Effective: July 1, 2015

Issued by: Laura Matosian  
VP Operations  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT. 06492

CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	18	Original
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

C - Change in Regulation

D – Decreased Rate

I - Increased rate

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
  
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current Sheet number on file with the Commission is not always the tariff page in effect.
  
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
  
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

## 1. TECHNICAL TERMS AND ABBREVIATIONS

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

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Carrier or Company - Refers to COMTECH21, LLC

Commission - Refers to the Pennsylvania Public Utility Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term - The time frame by which the Subscriber agrees to be served by the Carrier.

User - The person(s) utilizing Carrier's services.

## 2. RULES AND REGULATIONS

### 2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier for telecommunications between points within the Commonwealth of Pennsylvania. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 2.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Pennsylvania Public Utility Commission. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.2 Use of Service

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Carrier's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- 2.2.8 Carrier's services shall not be used to transmit impermissible content.



## 2. RULES AND REGULATIONS (Cont'd)

### 2.3 Liability of Carrier

- 2.3.1 The liability of the Company for damages arising out of 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.3.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.3.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 2.3.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.3.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.3 Liability of Carrier (Cont'd)

- 2.3.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.3.7 The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- 2.3.8 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.3.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.10 The Company is not liable for any claims for loss or damages involving:

- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
- B. Injury to property or injury or death to persons, including claims for payments made under Worker's 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;
- C. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- D. Any act or omission in connection with the provision of 911, E911 or similar services;
- E. Any noncompletion of calls due to network busy conditions;
- F. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
- G. Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.3 Liability of Carrier (Cont'd)

2.3.11 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

A. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

B. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

C. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.3.12 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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

2.3.14 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. RULES AND REGULATIONS (Cont'd)

### 2.3 Liability of Carrier (Cont'd)

#### 2.3.15 Year 2000 Readiness Disclosure

The Company will operate as specified in these and other applicable tariffs during the 20<sup>th</sup> and 21<sup>st</sup> centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 (Y2K) defects in the Company's hardware, software, or systems. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

- A. a local exchange carrier;
- B. customer premise equipment; or
- C. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

### 2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of all charges including unauthorized charges, for calls originated at the Subscriber's number(s), excluding calls billable to another party (and that party not being the Subscriber), such as collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide all necessary equipment space, supporting structure, conduit, rights of way, building access, and electrical power without charge to Carrier.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.
- 2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber 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 Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.
- If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.
- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier that may require indemnification from the Subscriber of which the Carrier is aware.

2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and 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 inoperative but declines to release it for testing and repair, 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 Carrier to be impaired.

## 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

## 2.5.2 Limitations on Allowances

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

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;
- F. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to Carrier within thirty (30) days of the date that service was affected.

## 2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.



## 2. RULES AND REGULATIONS (Cont'd)

### 2.6 Discontinuance of Service for Cause

- 2.6.1 Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:
- A. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;
  - B. For violation of any of the provisions of this tariff;
  - C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
  - D. By reason of any order or decision of a court, public utility commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

### 2.7 Billing Arrangements

- 2.7.1 The Subscriber will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.7.2 Carrier will render bills monthly. Payment is due in full in U.S. currency on the date specified on the Customer's bill.
- 2.7.3 Carrier may impose a late payment charge of 1.5%, or the maximum allowable by applicable law, whichever is higher, on any bill not paid by the date specified on the Customer's bill, which charge may only be assessed on the outstanding balance. The Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of up to twenty dollars (\$20.00) may be imposed for each returned check.

### 2.7 Minimum Use Contracts

- 2.8.1 The Company may offer services that require a minimum use guarantee ("MUG"). The Subscriber agrees to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

## 2. RULES AND REGULATIONS (Cont'd)

### 2.8 Minimum Use Contracts (Cont'd)

2.8.2 Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (Calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

2.8.3 The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

### 2.9 Validation of Credit

Carrier reserves the right to validate the creditworthiness of Subscribers or Users prior to the commencement of service, and to reject, in Carrier's sole judgment, unqualified Subscribers or Users. No Subscriber or User shall have any claim against Carrier for a credit rejection.

### 2.10 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber shall take the following course of action within thirty (30) days of the billing date:

2.10.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2. RULES AND REGULATIONS (Cont'd)

2.10 Contested Charges (Cont'd)

2.10.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by Carrier, the Subscriber may file an appropriate complaint with the Pennsylvania Public Utility Commission. The Commission's address is:

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

2.11 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.12 Deposits

#### 2.12.1 Deposit Requirements

Carrier may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges in accordance with the rules and regulations of the Commission. In its calculation of a potential Customer's creditworthiness, Carrier will use trading banking references, credit reports, and any other information pertinent to a Customer's credit. Any deposit required shall be confirmed in writing to the Customer no later than the time of the next billing cycle.

#### 2.12.2 Amount of Deposit

The amount of the deposit shall be in accordance with Commission regulations and shall not be more than two (2) months of monthly recurring charges and usage of Carrier's services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or Carrier's state average usage considering type and nature of service. The amount of a deposit may exceed this total when services are provided for short periods of time or under special circumstances.

#### 2.12.3 Interest on Deposit

Interest on deposits held for thirty days or more. Pursuant to regulations in 52 PA Code, Chapter 64.41, simple interest at the rate specified by the Commission shall be credited or paid to the customer's account for deposits held by the Company. The prescribed annual interest rate currently in effect is 9%.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.13 Telephone Surcharges/Taxes/Contributions

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

#### 2.13.1 Payphone Surcharge

Pursuant to FCC regulations, the Carrier compensates payphone owners where calls originate at a payphone. A \$0.55 per call charge is applicable to non-coin calls that originate from any domestic payphone used to access Carrier's services. This surcharge will either be applied directly to customer's bill or will be deducted from customer's debit card in rounded up minute increments. This charge is applied in addition to standard tariffed usage charges and any applicable surcharges associated with Carrier's services, and is not eligible to receive discounts or contribute to minimum usage requirements.

#### 2.14 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate no greater than P.01.

#### 2.15 Promotions

Carrier may from time to time offer promotional services.

2. RULES AND REGULATIONS (Cont'd)

2.16 Presubscribed Interexchange Carrier Charge ("PICC")

See Section 5 of this tariff for Presubscribed Interexchange Long Distance (PILD) Charge.

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2. RULES AND REGULATIONS (Cont'd)

2.17 Universal Service Fund Contribution Charge

The Customer will be assessed a monthly federal Universal Service Fund Contribution charge on all telecommunications services to cover the cost of contributions that Carrier is required to make under the Telecommunications Act of 1996 to the federal Universal Service Fund.

Services provided pursuant to this tariff are subject to a monthly Universal Service Fund Contribution charge. The Company will assess this charge at the rates set forth in its applicable FCC tariff.

This charge does not apply to services provided to telecommunications carriers if such carriers purchase services for resale to end users and provide Carrier with the telecommunications carrier's federal excise tax exemption. At its sole discretion, Carrier may require the telecommunications carrier to provide additional documentation regarding the telecommunications carrier's satisfaction of its Universal Service Fund reporting and contribution obligations with respect to the resold Carrier services.

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## 2. RULES AND REGULATIONS (Cont'd)

### 2.18 Automatic Number Identification Terms and Conditions

- 2.18.1 Carrier will provide Automatic Number Identification ("ANI") associated with an intrastate service, by tariff, to any entity ("ANI recipient"), only under the terms and conditions of this section:
- 2.18.2 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2.18.3 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 2.18.4 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 2.18.5 The ANI recipient, or its designated billing agent, is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use, other than those listed above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 2.18.6 Violation of any of the foregoing terms and conditions by any ANI recipient may result in suspension of the transmission of ANI by the Carrier until such time as the Carrier receives written confirmation from the ANI recipient that the violations have ceased or have been corrected.



## 2. RULES AND REGULATIONS (Cont'd)

### 2.19 Schools and Libraries Discount Program

#### 2.19.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase Carrier's services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and applicable Pennsylvania Public Utility Commission orders, if any. The FCC's Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2. RULES AND REGULATIONS (Cont'd)

2.19 Schools and Libraries Discount Program (Cont'd)

2.19.2 Obligations of Eligible Schools and Libraries

- A. Schools, libraries, and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- B. Schools, libraries, and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- C. Services requested will be used for educational purposes.
- D. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

2. RULES AND REGULATIONS (Cont'd)

2.19 Schools and Libraries Discount Program (Cont'd)

2.19.3 Obligations of Carrier

- A. Carrier will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- B. Carrier will offer services to eligible schools, libraries, and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- C. In competitive bidding situations, Carrier may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to Pennsylvania Public Utility Commission approval, if necessary.

2. RULES AND REGULATIONS (Cont'd)

2.19 Schools and Libraries Discount Program (Cont'd)

2.19.4 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools, libraries, and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries, or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

### 3.0 EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

#### 3.1 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call. There shall be timing only for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch.

#### 3.2 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

#### 3.3 Time Periods for Rate Applicability

The rates are postalized regardless of the Time of Day.

#### 3.4 Rounding

Fractions of a Domestic billing increment are rounded up to a six (6) second initial and six (6) second overtime. International billing increments are rounded up to thirty (30) second initial and six (6) second overtime.

### 3.0 EXPLANATION OF RATES (Cont'd)

#### 3.5 Originating and Terminating Blending Methodology

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

#### **Switched Transport**

The Switched Transport cost 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.

#### ***End Office Switching***

The End Office Switching cost 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.

#### **Methodology for arriving at a Blended rate**

Each OCN assesses their own rate for originating and/or terminating traffic on their switches. OCNs have different population densities which carry a weight. Population densities are determined by the number of Exchanges within an OCN. Telecordia's LERG is subscribed to and utilized in order to arrive at this number of Exchanges within an OCN. The Origination and/or Termination rates of each OCN are multiplied by the derived number of Exchanges with the OCN to get a per OCN charge. Per OCN charges are summed to get a grand total and the result divided by the total number of Exchanges within the state to get a weighted average.

#### 4. DESCRIPTION OF SERVICES AND RATES

##### 4.1 1+ Long Distance Telecommunications Services description of Service

1+ long distance telecommunications services (“1+”) consist of flat-rated direct dialed long distance services that allow Customers to place direct dialed calls to terminating locations within the State. Calls are placed by dialing “1” and the destination telephone number, including the area code. Services are available only in equal access areas. Calls are billed in 6 second initial and 6 additional billing increments.

##### 4.2 Intrastate and Interstate Long Distance Rates

<b>Domestic Intrastate Usage Rates</b>	<b>1 year term</b>
Domestic Toll Usage (interLATA), per minute rate	\$0.068
Domestic Toll Usage (intraLATA toll), per minute rate	\$0.068

<b>Domestic Interstate Usage Rates</b>	<b>M-T-M</b>	<b>1 year term</b>
Domestic Interstate Usage (interstate), per minute rate	\$0.0390	\$0.0350
Domestic Interstate Usage (interstate), per minute rate	\$0.0390	\$0.0350

##### 4.3 Toll-Free Service Description of Services

ComTech21 Toll-Free Service offers Customers inbound calling where a toll-free number is provided for the purpose of receiving calls at no expense to the calling party.

Toll-free numbers are reserved and assigned at random to each Customer from a general pool of available toll-free numbers provided to the Company.

Vanity numbers may be requested by the Customer; however, the Company does not guarantee the availability of any vanity numbers. Requests for vanity numbers are subject to a non-recurring charge.

4. DESCRIPTION OF SERVICES AND RATES (Cont'd)4.4 Rates

The following rates apply to the toll free service.

	<b>Monthly Recurring Charge</b>
Toll-Free Number, per number	\$4.00

	<b>Non-Recurring Charge</b>
Vanity Toll-Free Number, per number	\$20.00

<b>Domestic Intrastate Usage Rates</b>	<b>1 year term</b>
Domestic Toll Usage (interLATA), per minute rate	\$0.0533
Domestic Toll Usage (intraLATA toll), per minute rate	\$0.0533

<b>Domestic Interstate Usage Rates</b>	<b>1 year term</b>
Domestic Interstate Usage (interstate), per minute rate	\$0.0490
Domestic Interstate Usage (interstate), per minute rate	\$0.0490

4.5 Toll-Free Service Features Description

The following features are available in conjunction with the Company's toll free service. Features can be ordered separately or in combination. A non-recurring charge applies when features are ordered, changed or disconnected subsequent to installation of the initial service:

Info Digit Blocking

Info Digit Blocking blocks calls based on the type of telephone from which the call originates, such as calls originating from payphones or prison phones.

Info Digit Routing

Info Digit Routing routes and controls calls based on telephone line type.

Point of Origination Blocking (3/6/10 Digit Blocking)

Point of Origination Blocking allows or blocks calls based on originating NPA, NPA-NXX or 10 digit numbers.



4. SERVICES, RATES AND CHARGES (Cont'd)4.5 Toll Free Service Features (Cont'd)Point of Origination Routing (3/6/10 Digit Routing)

Point of Origination Routing routes calls to a predetermined location based on originating NPA, NPA-NXX or 10 digit numbers.

Time of Day Routing (Time and Day of Week Routing)

Time of Day Routing routes calls to different locations based on the time and day of the week.

Day of Year Routing

Day of Year Routing routes calls to a different location based on day of the year.

Percent Call Allocation Routing

Percent Traffic Allocation routing provides Customers with the ability to route calls to different locations based on a predetermined percentage of calls received.

Pre-Defined Alternative Routing Profiles

Pre-Defined Alternative Routing establishes alternate routing profiles, which can be activated in various predefined situations.

4.6 Toll-Free Service Features Rates

The following features are available in conjunction with the Company's toll free service.

	<b>Monthly Recurring Charge</b>	<b>Non-Recurring Charge</b>
Time of Day Routing	\$29.40	\$50.00
Day of Week Routing	\$29.40	\$50.00
Holiday Routing	\$29.40	\$50.00
Point of Origination Routing	\$29.40	\$50.00
Percent Allocation Routing	\$29.40	\$50.00
Routing with Call Completion	\$36.75	\$100.00
Routing with Call Completion Intercept Message	\$36.75	---
Route Advance	\$14.70	\$50.00
Toll Free Blocking	\$29.40	\$50.00
Dialed Number Identification Service (DNIS)	\$4.41	\$100.00
Real-Time ANI	\$4.41	---

4. COMTECH21 SERVICES, RATES AND CHARGES (Cont'd)

4.7 Basic Business Line Description

This section is applicable only to Customers that subscribe to ComTech21 Basic Business Line local service in accordance with the rates, terms and conditions set forth in the Company's PA P.U.C. Tariff No. 1. Customers that order ComTech21 Basic Business Line service must pre-subscribe to the Company's toll and Long Distance service.

4.8 Directory Assistance

Customers who make Directory Assistance calls will be assessed per call Directory Assistance charge.

Directory Assistance Calls:                      \$1.95 per call

4.9 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Any such specialized pricing arrangements will be filed with the Commission for prior approval.

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Issued by:      Laura Matosian  
                         VP Operations  
                         COMTECH21, LLC  
                         One Barnes Park South  
                         Wallingford, CT. 06492

#### 4.0 COMTECH21 SERVICES, RATES AND CHARGES (Cont'd)

##### 4.10 Monthly Service Charge

The monthly service charge will be charged for long-distance usage by Customers subscribing for ComTech21 long distance service will be \$2.95 for usage under \$5.00 on residential accounts and \$4.95 for usage under \$10.00 on business accounts. Qualified usage includes interstate, intrastate and intralata direct dialed domestic usage, international long distance usage and toll free (incoming) usage. Usage in the form of operator assisted services, Calling Card calls and conference calls does not contribute toward the minimum monthly amount.

#### 5. RESUBSCRIBED INTEREXCHANGE LONG DISTANCE (PILD) CHARGE

The Presubscribed Interexchange Long Distance (PILD) Charge aka (PICC) is a monthly charge applicable to multi-line business, ISDN-PRI and T-1 Customers' lines or line equivalents that are presubscribed to the Company's long distance service. For ISDN-PRI and T-1 Customers, the Company will assess five (5) PICC charges per circuit. The aggregate of these PILD charges will not be prorated for a partial month of service, are not subject to any discounting and do not contribute to any monthly minimums. Customers subscribed to the Company for both their interLATA and intraLATA long distance service will be subject to a single PILD charge per line.

Customers subscribed to the Company for both their interLATA and intraLATA long distance service will be subject to a single PILD charge per line.

	Monthly Recurring Charge
Per multi-line business Customer subscribed line	\$3.25
Per ISDN-PRI or T-1 facility	\$46.00
Per Centrex line	\$0.48

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