

COMTECH21, LLC

NEW JERSEY PSC TARIFF NO.2-

Original Sheet - 1

LOCAL EXCHANGE SERVICE

Title Sheet

LOCAL EXCHANGE SERVICE

COMTECH 21, LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING  
TO LOCAL EXCHANGE SERVICE WITHIN THE STATE OF NEW JERSEY

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com

COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

Revised Date: November 30, 2007

COMTECH21, LLC

NEW JERSEY PSC TARIFF NO.2-

Original Sheet - 2

LOCAL EXCHANGE SERVICE

CHECK SHEET

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

TABLE OF CONTENTS

Title Page
Check Sheet
Table of Contents
Concurring, Connecting or Other Participating Carriers
Explanation of Symbols and Abbreviations
Application of Tariff

## SECTION 1

## DEFINITION OF TERMS

## SECTION 2

## REGULATIONS

2.1	Undertaking of the Company
2.1.1	Scope
2.1.2	Shortage of Equipment or Facilities
2.1.3	Terms and Conditions
2.1.4	Liability of the Company
2.1.5	Notification of Service- Affecting Activities
2.1.6	Provision of Equipment & Facilities
2.1.7	Non-routine Installation
2.1.8	Ownership of Facilities
2.2	Prohibited Uses
2.3	Obligations of the Customer
2.3.1	General
2.3.2	Claims
2.4	Customer Equipment and Channels
2.4.1	General
2.4.2	Station Equipment
2.4.3	Interconnection of Facilities
2.4.4	Inspections
2.5	Payment Arrangements
2.5.1	Payment for Service
2.5.2	Billing and Collection of Charges
2.5.3	Disputed Bills
2.5.4	Deposits
2.5.5	Discontinuance of Service
2.6	Allowances for Interruptions in Service
2.6.1	Credit for Interruptions
2.6.2	Limitation on Allowances
2.6.3	Use of Alternation Service Provided by the Company

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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LOCAL EXCHANGE SERVICE

SECTION 2- Regulations (continued)

- 2.7 Cancellation of Service
  - 2.7.1 Cancellation of Application for Service
  - 2.7.2 Cancellation of Service by the Customer
- 2.8 Transfers and Assignments
- 2.9 Notices and Communications

SECTION 3

SERVICE DESCRIPTIONS

- 3.1 Local Exchange Service
  - 3.1.1 Service Area
  - 3.1.2 Local Line
  - 3.1.3 Timing Local exchange calls
  - 3.1.4 Time Periods
- 3.2 Directory Assistance
- 3.3 Operator Assistance
  - 3.3.1 Operator Assisted Surcharges
  - 3.3.2 Busy Line Verification and Interrupt Service
- 3.4 Directory Listings
- 3.5 Emergency Services
- 3.6 Presubscriptions-2 (PIC-2)
- 3.7 Vanity Telephone Numbers
- 3.8 Telecommunication Relay Service (TRS)

SECTION 4

PROMOTIONAL OFFERINGS

SECTION 5

INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

SECTION 6

LOCAL EXCHANGE RATES AND CHARGES

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
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LOCAL EXCHANGE SERVICE

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF.

The following symbols shall be used in this tariff 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.

LOCAL EXCHANGE SERVICE

**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by COMTECH21, LLC to customers within the local exchange service area, defined herein.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
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Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION 1- DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account codes:	Allows a User to allocate local calls to a 4-digit, non-verified account code.
Advance Payment	Payment of all or part of a charge required before the start of service.
Authorized User:	A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.
Auto Call Back:	Auto Callback allows the user to request notification when a busy line within the user's network becomes available. A distinctive ring will be used to notify the user when the end user is available.
Auto Redial:	Auto Redial retries a call automatically for up to 30 minutes if the number the user is calling is busy. When the called number is no longer busy, the user's phone will ring you back with a special ring.
Business Service:	A switched network service that provides for dial Station Communications that is described as a business or commercial rate.
Call Forward Busy	Automatically routes incoming calls to a designated answering point when the called line is busy.
Call Forward No Answer	Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.
Call Forward Variable:	Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.
Call Hold:	Allows the User to hold one call for any length of time provided that neither party goes On Hook.
Call Screening:	A digital "answering machine", replacing voice mail, which plays an announcement and records messages on the phone. The user can listen to a caller while they leave a message, and optionally answer the phone. Unlike voice mail, airtime is used while the caller is leaving the message.

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## LOCAL EXCHANGE SERVICE

## SECTION 1- DEFINITIONS (continued)

Call Pickup:	Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call pickup is provided as either Group Call Pickup, where the predesignated groups can pickup each other's call by Activating an access code or a feature key, or Directed call pickup, where any call can be retrieved by dialing a different access code followed by the extension number.
Call Waiting:	Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.
Call Waiting Cancel	Allow a User to cancel the Call Waiting feature on a per call basis by dialing a specific two-digit code.
Call Number and or Name Delivery:	Identifies the 10-digit number and or Name of the calling party.
Call Number and or Name Delivery	Blocking: Blocks the delivery of the number and or name to the called party on a per call basis.
Class of Service:	Used to prevent a Station from dialing certain codes and numbers.
Company:	COMTECH 21, LLC, which is the issuer of this tariff.
Commission:	New Jersey Public Service Commission
Conference/Six-way:	The User can sequentially call up to five other people and add them together to make up a six-way call.
Conference/Three-way:	The User can sequentially call up to two other people and add them together to make up a three-way call.
Customer:	The person, firm, corporation or other entity that orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.
Dial Pulse (DP):	The pulse type employed by rotary dial Station sets.
Direct Inward Dialing (DID):	A Service attribute that routes incoming calls directly to Stations, bypassing a central answering point.

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## LOCAL EXCHANGE SERVICE

## SECTION 1- DEFINITIONS (continued)

Distinctive Ring:	The original number rings with the standard ring pattern that is common to the nation where the line is connected. Regardless of what ringing pattern the called party hears, the calling party hears the standard ringing pattern.
Dual Tone Multi-Frequency ("DTMF"):	The pulse type employed by tone dial Station sets.
Individual Case Basis:	A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.
Joint User:	A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.
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 for the provision and administration of communications services.
Local Calling:	A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.
Local ExchangeCarrier:	A Company that furnishes exchange telephone services.
Mbps:	Megabits, or millions of bits, per second.
Message Waiting:	This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone)
Most Idle Trunk Selection (MIDL):	MIDL Trunk selection occurs when a switching unit selects from a Trunk group the trunk that has been idle for the longest period of time.

## LOCAL EXCHANGE SERVICE

## SECTION 1- DEFINITIONS (continued)

Multiple Appearances Directory Numbers:	A directory number that is assigned more than once to one of more Proprietary Business Sets.
Multi-Frequency ("MF"):	An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.
Non Listed Number:	This allows the user's number to be available in the directory assistance (411), but it will not be printed in the Phone Book.
Non Published Number:	A user may request to have their number non-listed and not printed in the phone book.
Non-Recurring Charges:	The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.
Off-Hook:	The term "on-hook" denotes the idle condition of a telephone exchange service line.
Presubscription-2 (PIC-2):	An arrangement whereby a Customer may select and designate to the Company an Interexchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Interexchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).
Recurring Charges:	The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.
Residence Service:	Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

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## LOCAL EXCHANGE SERVICE

## SECTION 1- DEFINITIONS (continued)

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 set forth in the Service Order and this tariff, in which case acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.
Service Order:	The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. This signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.
Services:	The Company's telecommunications services offered on the Company's network.
Shared Facilities:	A facility or equipment system subsystem that can be used simultaneously by several Customers.
Speed Call:	Provides a User with the option to call selected directory numbers by dialing a one-two-digit code.
Station:	Telephone equipment from or to which calls are placed.
TBD:	To be Determined.
Trunk:	A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.
User:	A customer or any other person authorized by the Customer to use service provided under this tariff.

## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS

## 2.1 Undertaking of the Company

## 2.1.1 Scope:

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

The Company is responsible under this tariff only for the services and facilities provided herein, 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:

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

## 2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, via telephone or in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the customer, 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.

## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

- 2.1.3.3 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 30 days notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order, shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of New Jersey without regard for its choice of laws provision.
- 2.1.3.5 The Customer has no property right to the Telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.6 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.7 below.
- 2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of the termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only expected. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

Laura Matosian, Vice-President Operations  
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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.1.4 Liability of the Company

2.1.4.1.1 The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption, delay, or errors, or other defects, representations, or use of these services or damages 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 2.6, below. 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, lost profits, 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.

2.1.4.1.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damage associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

2.1.4.3 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; and 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

- 2.1.4.4 The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of common carriers or warehousemen.
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold 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, condition, location, or use of installation provided by the Company. 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.
- 2.1.4.7 The Company shall not be 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 gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss of damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.1.4.9 The entire liability of the Company for any claim, loss damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim.
- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or 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, locations or use of service furnished by the Company at such locations.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, or materials and supplies, for interconnection of the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

2.1.4.14 With respect to Emergency Number 911 Service:

- (a) 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 to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or other, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use any equipment and facilities furnishing this service.
- (b) The Company is not responsible for any infringement or 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

Laura Matosian, Vice-President Operations  
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## LOCAL EXCHANGE SERVICE

customer, its users, agencies or municipalities, or the employees or agents of any one of them.

## SECTION 2 - REGULATIONS (continued)

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.1.4.16 In conjunction with a non-published telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.17 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 the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this tariff Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Pre-subscription, as described herein.
- 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 preventive maintenance. Generally, such activities are not specific to any 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.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

- 2.1.6 Provisions of Equipment and Facilities
- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing services to a Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may 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.
- 2.1.6.3 Equipment the Company provided 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 the Company has provided it.
- 2.1.6.4 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 pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond 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.
- 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 unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
- 2.1.8 Ownership of Facilities Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

## 2.3 Obligations of the Customer

## 2.3.1 The Customer shall be responsible for:

- (a) The payment of all applicable charges pursuant to this tariff;
- (b) 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 noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (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, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.
- (d) 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 Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any 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 any order for service.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

Revised Date: November 30, 2007

## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.3 Obligations of the Customer (continued)

## 2.3.1 The Customer shall be responsible for: (continued)

- (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 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. friable asbestos) prior to any construction of installation work.
- (f) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits s may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-off-way for which Customer is responsible under section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or up on 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 for interruptions in service will be made for the period during which services are interrupted for such purposes.

## 2.3.2 Claims

With respect to any service or facility provided by the Company, 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:

- (a) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees; or

## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

- (b) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company or this tariff.

## 2.4 Customer Equipment and Channels

## 2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

## 2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance.

2.4.2.2 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

## 2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers, which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

## 2.4 Customer Equipment and Channels

## 2.4.4 Inspections

2.4.4.1 Upon reasonable 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 requirements set forth in section 2.4.2.2 for the installations, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connections of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.4.4.2 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. The Company will, upon a request from the Customer 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

## 2.5 Payment Arrangements

The following provisions shall apply to all service:

## 2.5.1 Payment for Services

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 120 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an entity or than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specific, those charges may be passed on to the Customer.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.5.1.1 Taxes

The customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of Local Services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

## 2.5 Payment Arrangements (continued)

## 2.5.1 Payment for Services (continued)

## 2.5.1.2 Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's non-recurring charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently became applicable retroactively.

## 2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring, and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in such service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.

2.5.2.4 A check return charge will be assessed for checks with insufficient funds or non-existing accounts.



## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.5 Payment Arrangements (continued)

## 2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill in accordance with 26 S.C. Code Ann. Regs. 103-623 (Supp. 1999). If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Service Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

## 2.5 Payment Arrangements (continued)

## 2.5.5 Deposits

2.5.5.1 Applicants for service or any existing Customer whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) Two month's charges for service or facility which has a minimum payment period of one month; or
- (b) In accordance with 26 S.C. Code Ann. Regs. 103-621.2 (Supp.1999).

## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.5 Payment Arrangements (continued)

2.5.5.2 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit to the Customer's account.

2.5.5.3 Deposits held for residential and business customers will accrue interest in accordance with 26 S.C. Code Ann. Regs. 103-621.3 (Supp. 1999).

2.5.5.4 Deposits from New or Existing Residential Customers Receiving Public Assistance.

The Company shall not require any person it knows to be a recipient of public assistance, supplementary security income, or additional state public assistance payments to post a deposit.

## 2.5.6 Discontinuance of Service

2.5.6.1 Upon non payment of any amounts owing to the Company, the Company may, by giving five days prior written notice served personally upon the Customer; eight days written notice in postpaid wrapper; or five days after the Customer signs or refuses a registered letter containing written notice, suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability, if such violation continues during the 30 day period.

2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge and involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.

2.5.6. Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.5 Payment Arrangements (continued)

## 2.5.6 Discontinuance of Service (continued)

2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability.

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if;

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given written notices as described in Section 2.5.6.1 by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the Customer either subscribes or has subscribed to use; or

## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.5 Payment Arrangements (continued)

## 2.5.6 Discontinuance of Service (continued)

## 2.5.6.6 (continued)

## 2.5.6.6.1 (continued)

(d) The Customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

(d.1) Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this tariff; or

(d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(d.3) Any other fraudulent means or devices; or

(e) Use of Service in such a manner as to interfere with the services of other users; or

(f) Use of service for unlawful purposes.

2.5.6.6.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.5 Payment Arrangements (continued)

## 2.5.6 Discontinuance of Service (continued)

- 2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within the ten (10) day period; or
- 2.5.6.6.5 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.
- 2.5.6.7 The suspension of discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- 2.5.6.8 Upon the Company's discontinuance of service to the Customer under section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.
- 2.5.6.9 Termination of Residential Service shall not be made until:
  - (a) At least 10 days after written notification has been served personally on the Customer, or
  - (b) At least 13 days after written notification in a postpaid wrapper has been mailed to the billing address of the Customer, or
  - (c) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer, or
  - (d) A Deferred Payment Agreement has been offered to a Customer
  - (e) Termination notices may not be issued until at least 25 days after the date of the bill unless exceptional circumstances exist and then only in accordance with Commission approved procedures. Bills must be mailed to Customers no later than six business days after the date of the bill. The 25-day period shall be extended on day for each day beyond the sixth business day when bills are mailed late.
  - (f) Termination shall not be made until at least 20 days after written notification has been issued.
  - (g) Termination may occur only between the hours of 8AM and 4PM Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the Company's offices are closed. In addition, service may not be disconnected on December 23 through 26 and December 30 through January 2. At least one attempt shall be made during nonworking hours to contact the Customer by telephone before the date of termination

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.5 Payment Arrangements (continued)

## 2.5.6 Discontinuance of Service (continued)

2.5.6.10 The following will apply for the termination of residential service:

- (a) For medical emergencies, an additional 30 days will be allowed for Customers before termination, provided a medical certificate is supplied. The medical emergency status may be extended beyond 30 days, upon submission of required documentation. During the pendency of the emergency, Customers will be able to defer payment of monthly charges in an amount set by the Commission until the emergency ceases or it is determined that Customers have the ability to pay the charges.
- (b) Where a Customer is identified to the Company as being blind, disabled or 62 years of age or older and all other occupants of the household are under 18 years of age, or 62 years of age or older, blind or disabled, an additional 30 days will be allowed before termination may occur. The Company shall make a diligent effort to contact by phone or in person an adult resident at the location for purposes of devising a payment plan eight days before the date of termination.

## 2.5.7 Interest on Customer Overpayments

A Customer who makes a payment to the Company in excess of the Correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be prescribed by the Commission in accordance with 26 S.C. Code Ann. Regs. 103-623.1 (Supp. 1999).

## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.6 Allowances for Interruptions in Service

- 2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on pro-rata basis against the rates specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up at the next whole 24 hours.

## 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) Interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carriers connected to the Company's facilities;

## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.6 Allowances for Interruptions in Service (continued)

## 2.6.2 Limitations on Allowances (continued)

- (c) Interruptions due to the failure or malfunction of non-Company equipment;
- (d) Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) Interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 User of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative services used.



## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.7 Cancellation of Service

## 2.7.1 Cancellation of Applications for Service

The following provisions shall apply to all service offerings:

2.7.1.1 Unless the Company breaches its obligations, applications for service are non-cancelable after 48 hours, unless the Company otherwise agrees.

Where the Company permits 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.

2.7.1.2 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 service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

## 2.7.2 Cancellation of Service by the Customer

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 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.5, all costs, fees and expenses incurred in connection with:

## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (continued)

## 2.7.2 Cancellation of Service by the Customer (cont.)

- 1) All Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus
- 2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) All Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

## 2.8 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 (a) to any subsidiary, parent company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all assets of the Company; (c) pursuant to any financing, merger or reorganization of the Company.

## 2.9 Notices and Communications

- 2.9.1 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.
- 2.9.2 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
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communications, 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.
- 2.9.4 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.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION 3 - SERVICE DESCRIPTIONS

## 3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- Place or receive calls to any calling Station in the Local calling area, as defined herein;
- Access 911 Emergency Service;
- Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- Access Operator Services
- Access Directory Assistance for the local calling area;
- Place or receive calls to 800 telephone numbers;
- Access Telecommunication Relay Service

The Company's service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

- 3.1.1 Service Area: Where facilities are available, the service area is defined by the following NPA-NXX:

NPA-NXX      Exchange

3.1.1.1 Local Calling Areas: Exchanges and zones included in the local calling area for the NXX designation are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

NXX      Exchange or Zone.

## LOCAL EXCHANGE SERVICE

## SECTION 3 - SERVICE DESCRIPTIONS (continued)

## 3.1 Local Exchange Service (continued)

3.1.2 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.2.1 Standard Features: Each Local Line Customer is provided with the following standard features:

Touch Tone

Direct Inward Dialing

Direct Outward Dialing

3.1.2.2 Optional Features: A local Customer may order the following optional features. At the rates specified in Section 6.

Call Forwarding

Call Screening

Call Blocking

Call Waiting /with Caller ID

Three-Way calling (conference calling)

Caller ID – Name Display

Project Account Codes, non-verified

Project Account Codes, verified

Voice Mail

Hunt Groups

3.1.2.3 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Section 3. Customers will be notified of all applicable rates, terms and conditions for local exchange services.

## LOCAL EXCHANGE SERVICE

## SECTION 3 - SERVICE DESCRIPTIONS (continued)

## 3.1 Local Exchange Service (continued)

## 3.1.2 Local Line (continued)

## 3.1.2.3 Local Line Rates and Charges (continued)

## 3.1.2.3.1 Non-Recurring Charges

	Non-Recurring Charge
Line Connection Charge (per line)	\$65.00
Account Setup (per account)	\$35.00
Account Changes Moves, Changes, Additions (per change)	\$35.00
Account changes (per billing record change)	\$35.00
PIC-2 Change (per line)	\$ 5.00
Line Restoral Charge	\$15.00
Suspension of Service Restoral Charge	\$15.00

## LOCAL EXCHANGE SERVICE

## SECTION 3 - SERVICE DESCRIPTIONS (continued)

## 3.1 Local Exchange Service (continued)

## 3.1.3 Timing of Local Exchange Calls

Unless otherwise indicated, all calls are timed in six-second increments and all calls that are fractions of a minute are rounded up to the next six-second increment.

For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

## 3.1.4 Time Periods Defined

Peak: 8:00 a.m. to, but not including 5:00 p.m. - Monday through Friday

Off-Peak: 5:00 p.m. to, but not including 8:00 a.m. - Monday through Friday, all day Saturday and Sunday, and all Holidays.

Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day.

All times refer to local time.

## LOCAL EXCHANGE SERVICE

## SECTION 3 - SERVICE DESCRIPTIONS (continued)

## 3.2 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

3.2.1 Each call to Directory Assistance will be charged as follows:

Per Call: \$1.95

3.2.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

## 3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Rates applicable to the following services are:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number, which is different from the called, or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of any operator to a particular Station and person specified by the Caller. The call may be billed to the called party.

Station to Station: Calls completed with assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION 3 - SERVICE DESCRIPTIONS (continued)

## 3.3 Operator Assistance (continued)

3.3.1 Busy Line Verification and Interrupt Service: Service is currently not available. Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the customer with the following options:

3.3.1.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.1.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

3.3.1.3 Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

3.3.1.3.1 The operator verifies that the line is busy with a call in progress.

3.3.1.3.2 The operator verifies that the line is available for incoming calls.

3.3.1.3.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption; charges are set forth in Section 6.



## LOCAL EXCHANGE SERVICE

## SECTION 3 - SERVICE DESCRIPTIONS (continued)

## 3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange service provided in the Customer's exchange area 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.

3.4.1 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.

3.4.2 The Company may refuse a listing which is known 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.

3.4.3 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 and respect thereto.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
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## LOCAL EXCHANGE SERVICE

## SECTION 3 - SERVICE DESCRIPTIONS (continued)

## 3.4 Directory Listings (continued)

- 3.4.4 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.
- 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
- 3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
- 3.4.5.2 Additional Listings: In connection with business service, additional listings are available only in the names of the Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.4.5.8.
- 3.4.5.3 Non-published Listings: Listings that are not printed in directories or available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Non-published listings are specified in Section 6.

## LOCAL EXCHANGE SERVICE

## SECTION 3 - SERVICE DESCRIPTIONS (continued)

## 3.4 Directory Listings (continued)

- 3.4.5.4 Non-listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Non-listed numbers are specified in Section 6.
- 3.4.5.5 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.
- 3.4.5.6 Alternate Call Listings: Where available, a listing, which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
- 3.4.5.7 Reference Listings: A listing including additional telephone numbers of the same or another customer to be called in the event there is no answer from the Customer's telephone. Charges for reference listings are specified in Section 6.
- 3.4.5.8 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are set forth in rate schedule attachments.

## LOCAL EXCHANGE SERVICE

## SECTION 3 - SERVICE DESCRIPTIONS (continued)

- 3.5 Emergency Services: Both Basic and Enhanced 911 (E911) allow Customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- 3.6 Presubscriptions-2 (PIC-2): PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified in Section 6 will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation.
- 3.7 Vanity Telephone Numbers: Service currently not available. At the request of the Customer, the Company may be assigned a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3. Rates are set forth in Section 6.
- 3.8 Relay New Jersey - 711: This free service connects people using a TTY (text telephone) who are deaf, hard-of-hearing or speech disabled with a standard telephone. The relay operator (OPR) "relays" the conversation between the two. A Customer will be able to access the state provider(s) to complete such calls. Local relay calls placed from any telephone or a payphone are free. The user will be responsible for the long distance charges. A Customer will be able to access the state provider(s) to complete such calls

## SECTION 4 - PROMOTIONAL OFFERINGS

- 4.1 Promotional Offerings: The Company may make promotional offerings to its service, which may include waiving, or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made. These promotional offerings will be filed with the Commission at a minimum of 14 days prior to their effective date.

## SECTION 5 - INDIVIDUAL CASE BASE (ICB) ARRANGEMENTS

- 5.1 Individual Case Base (ICB) Arrangements: Competitive pricing arrangements at negotiated rates may be furnished, upon prior Commission approval, on an individual case basis (ICB) in response to request by customers to Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION 6 - LOCAL EXCHANGE SERVICES

## 6.1 General

Services provided in this tariff section are available on an Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of BellSouth local exchange services. The rates, terms and conditions set forth in this Section 6 are not applicable to the Company's provision of service within the service area of any other incumbent local exchange carrier or where the Company provides service, in whole or in part, over its own facilities (On-Net). The rates, terms and conditions set forth in this Section 6 are available on a retail basis only and will not be provided for resale to any other carrier.

All rates set forth in this Section 6 are subject to change and may change by the Company pursuant to notice requirements established by the New Jersey Public Service Commission. The rates, terms and conditions set forth in this Section 6 are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of BellSouth's local exchange services, in whole or in part, prior to the effective date hereof.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION 6 – LOCAL EXCHANGE SERVICES (continued)

## 6.2 Standard Residence Local Exchange

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

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 rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

## 6.2.1 Monthly Recurring Charges

The following charges apply to Standard Local Exchange Services lines per month. Rates and charges include Touchtone Service for each line. The rates grid charges below apply to service provided on a month-to-month basis.

SERVICE TYPE  
Local Month to Month Rate

Zone	Month to Month Rate	Minimum	Maximum
1	\$24.00	\$24.00	\$40.00
2	\$25.00	\$25.00	\$45.00
3	\$29.00	\$29.00	\$50.00

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION6 - LOCAL EXCHANGE SERVICES (continued)

## 6.2 Standard Residence Local Exchange Service (continued)

## 6.2.2 Other Monthly Recurring Charges

Hunting (a/k/a Rotary or Grouping)

The following charges apply to Standard Residence Local exchange lines equipped with Hunting. Rates vary based on Rate Group.

<u>Rate Group</u>	<u>Hunting Per Line</u>
Rate Group 1	\$ 6.51
Rate Group 2	\$ 6.73
Rate Group 3	\$ 6.94
Rate Group 4	\$ 7.15
Rate Group 5	\$ 7.36
Rate Group 6	\$ 7.58
Rate Group 7	\$ 7.79

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION6 - LOCAL EXCHANGE SERVICES (continued)

## 6.2.3 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

Zone	Non Recurring Charge	Minimum	Maximum
1	\$65.00	\$65.00	\$105.00
2	\$65.00	\$65.00	\$105.00
3	\$65.00	\$65.00	\$105.00

## 6.3 Residential Optional Calling Features, (continued)

## 6.3.1 Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multi-line Customers must order the appropriate number of features based on the number of lines, which will have access to the feature.

Optional Feature	Current Monthly	Minimum	Maximum
Voice Mail	\$6.95	\$6.95	\$9.95
Inside Wire Maintenance	\$5.95	\$5.95	\$7.95
Call Screening	\$2.50	\$2.50	\$4.50
Auto Call Back (*69)	\$2.50	\$2.50	\$4.50
Auto Redial	\$2.50	\$2.50	\$4.50
Call Blocking	\$2.50	\$2.50	\$4.50
Distinctive Ring	\$2.50	\$2.50	\$4.50
Non-Listed Number	\$1.75	\$1.75	\$3.00
Non Published Number	\$4.95	\$4.95	\$6.95
Speed Calling 8	\$1.25	\$1.25	\$3.00

Laura Matosian, Vice-President Operations  
 Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
 COMTECH21, LLC  
 One Barnes Park South  
 Wallingford, Connecticut 06492

Revised Date: November 30, 2007



## LOCAL EXCHANGE SERVICE

## SECTION6 - LOCAL EXCHANGE SERVICES (continued)

## 6.4 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

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 rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Laura Matosian, Vice-President Operations  
Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
COMTECH21, LLC  
One Barnes Park South  
Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION 6 - LOCAL EXCHANGE SERVICES (continued)

## 6.4 Standard Business Local Exchange Service, (continued)

## 6.4.1 Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

Non-recurring charges for installation of Business lines are:

Zone	Month to Month Rate	Minimum	Maximum
1	\$34.00	\$34.00	\$50.00
2	\$35.00	\$35.00	\$55.00
3	\$39.00	\$39.00	\$60.00

## 6.4.2 Other Monthly Recurring Charges

## Hunting (a/k/a Rotary or Grouping)

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

<u>Rate Group</u>	<u>Hunting Per Line</u>
Rate Group 1	\$10.12
Rate Group 2	\$10.12
Rate Group 3	\$10.12
Rate Group 4	\$10.12
Rate Group 5	\$10.12
Rate Group 6	\$10.12
Rate Group 7	\$10.12

Laura Matosian, Vice-President Operations  
 Phone Number (877) 312-5560, E-Mail Address: support@comtech21.com  
 COMTECH21, LLC  
 One Barnes Park South  
 Wallingford, Connecticut 06492

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## LOCAL EXCHANGE SERVICE

## SECTION 6 - LOCAL EXCHANGE SERVICES (continued)

## 6.5 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Business lines are:

Zone	Non Recurring Charge	Minimum	Maximum
1	\$70.00	\$70.00	\$105.00
2	\$70.00	\$70.00	\$105.00
3	\$70.00	\$70.00	\$105.00

## 6.6 Business Optional Calling Features, (continued)

## 6.6.1 Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multi-line Customers must order the appropriate number of features based on the number of lines, which will have access to the feature.

Optional Feature	Current Monthly	Minimum	Maximum
Voice Mail	\$8.95	\$8.95	\$10.95
Call Screening	\$3.50	\$3.50	\$5.50
Auto Call Back (*69)	\$3.50	\$3.50	\$5.50
Auto Redial	\$3.50	\$3.50	\$5.50
Call Blocking	\$3.50	\$3.50	\$5.50
Distinctive Ring	\$3.50	\$3.50	\$5.50
Non-Listed Number	\$2.75	\$2.75	\$5.00
Non Published Number	\$5.95	\$5.95	\$8.95
Speed Calling 8	\$1.75	\$1.75	\$3.00

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