



## **Granite Telecommunications, LLC**

100 Newport Avenue Extension  
Quincy, Massachusetts 02171

### **Telecommunications Service Guide**

*For Interexchange Telecommunications Services Provided in the Commonwealth of*

## **Pennsylvania**

This Price List, in conjunction with or in lieu of any existing tariffs, Service Agreements, Service Guides, and general or service specific terms and conditions, sets forth the retail rates applicable to Granite Telecommunications LLC's telecommunications services within the Commonwealth of Pennsylvania.

For additional information or assistance, please visit us on the web at [www.granitenet.com](http://www.granitenet.com) or contact our Customer Care representatives, toll free at (866) 847-1500, or in writing addressed to the attention of Granite Customer Service at 100 Newport Avenue Extension, Quincy, Massachusetts 02171. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday 8 a.m. to 10 p.m. (EST) and Saturday 9 a.m. to 6 p.m. (EST)

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## TABLE OF CONTENTS

| <u>DESCRIPTION</u>   | <u>SHEET NUMBER</u> |
|--|---------------------|
| Table of Contents .....  | 2                   |
| Application of Tariff .....  | 4                   |
| <b>Section 1 - Technical Terms and Abbreviations .....</b>                 | <b>5</b>            |
| <b>Section 2 - Rules and Regulations .....</b>                             | <b>10</b>           |
| 2.1. Undertaking of Company .....  | 10                  |
| 2.2. Customer's Use of Service .....                                       | 11                  |
| 2.3. Application for Service .....   | 12                  |
| 2.4. Deposits and Advance Payments .....                                   | 13                  |
| 2.5. Credit .....  | 13                  |
| 2.6. Provision and Maintenance of Service .....                            | 14                  |
| 2.7. Special Construction .....  | 15                  |
| 2.8. Minimum Service Period .....  | 17                  |
| 2.9. Customer Responsibilities .....                                       | 18                  |
| 2.10. Payments and Billing .....   | 20                  |
| 2.11. Taxes .....  | 22                  |
| 2.12. Allowances For Interruption of Service .....                         | 22                  |
| 2.13. Suspension, Termination or Modification of Service by Customer ..... | 23                  |
| 2.14. Suspension or Termination of Service by Company .....                | 24                  |
| 2.15. Restoration of Service .....   | 26                  |
| 2.16. Limitation of Liability .....  | 27                  |
| 2.17. Notices .....  | 32                  |
| 2.18. Customer Provided Equipment and Interconnection .....                | 32                  |
| 2.19. Provision and Ownership of Telephone Numbers .....                   | 34                  |
| 2.20. Emergency Service Number (911) .....                                 | 34                  |
| 2.21. Promotional Offerings .....  | 35                  |
| 2.22. Special Assembly .....   | 35                  |
| 2.23. Individual Case Basis .....  | 35                  |

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**TABLE OF CONTENTS**

| <u>DESCRIPTION</u>  | <u>SHEET NUMBER</u> |
|---|---------------------|
| <b>Section 3 – Description of Services</b> .....  | 36                  |
| 3.1. Application of Rates .....   | 36                  |
| 3.2. Interexchange Services .....   | 37                  |
| <b>Section 4 – Rates and Charges</b> .....  | 38                  |
| 4.1. Service Charges .....  | 38                  |
| <b>Section 5 –Federal Government Service Agreements</b> .....   | 39                  |
| 5.1 General .....   | 39                  |
| 5.2 Enterprise Infrastructure Services (EIS) Services .....   | 39                  |
| <b>Section 6 – Emergency/Crisis/Disaster/Restoration and Provisioning –<br/>Telecommunications Service Priority</b> ..... | 40                  |
| 6.1 General .....   | 40                  |
| 6.2 TSP Program Components .....  | 40                  |
| 6.3. TSP Request Process – Restoration .....  | 41                  |
| 6.4. TSP Request Process – Provisioning .....   | 42                  |
| 6.5. Responsibilities of the End User .....   | 43                  |
| 6.6. Responsibilities of the Company .....  | 44                  |
| 6.7. Preemption .....   | 45                  |
| <b>Section 7 –Critical Facilities Administration Service</b> .....  | 46                  |
| 7.1 Program Overview .....  | 46                  |
| 7.2 Customer Responsibilities .....   | 46                  |
| 7.3 Carrier Responsibilities .....  | 47                  |
| 7.4. Rates .....  | 47                  |

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## APPLICATION OF SERVICE GUIDE

This Service Guide sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of regulated competitive local exchange and intrastate interexchange Services offered by Granite to Customers subject to availability, not otherwise provided under a separate service agreement, in lieu of a Tariff.

The rates and regulations contained in this Service Guide apply only to the intrastate telecommunications Services furnished by Granite and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other Common Carrier for use in accessing the Services of Granite. This Service Guide does not cover any information service or other unregulated service offered by Granite.

BY PRESUBSCRIBING, OTHERWISE UTILIZING, OR PAYING, DIRECTLY OR INDIRECTLY FOR COMPANY'S SERVICES, YOU HEREBY AGREE TO THE RATES, CHARGES, TERMS, AND CONDITIONS WHICH FOLLOW. IF YOU BELIEVE THAT YOUR USE OF SERVICES HAS BEEN MADE IN ERROR, PLEASE CONTACT GRANITE TELECOMMUNICATIONS, LLC'S SERVICE DEPARTMENT IMMEDIATELY AT 866.847.1500.

In the event of any conflict between the provisions of this Service Guide and any applicable Written Contract, such conflict will be resolved by giving preference, first, to the applicable Written Contract provisions and, second, to this Service Guide.

Granite may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Service Guide (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Granite at variance with the terms hereof, or any failure, refusal or neglect of Granite to exercise any right under this Service Guide or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Granite to exercise any right, power or option hereunder.

The rates, rules, terms and conditions contained herein are subject to change. Subscribers will be notified of changes through bill messages or inserts in the billing cycle prior to the date on which changes become effective. Changes will also be posted on Granite's website at <http://www.granitenet.com/legal>.

This Service Guide is governed and interpreted according to applicable laws and regulations of the Commonwealth of Pennsylvania.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Service Guide for Services of Company are defined below.

Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

Business Service:

A Service that conforms to one or more of the following criteria:

- the Service is primarily for paid commercial, professional or institutional activity; or
- the Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- the Service number is listed as the principal or only number for a business in any telecommunications directory; or
- the Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of Service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of Service unless other criteria apply.

Called Station:

The terminating point of a call (i.e., the called number).

Carrier:

A company authorized by the Pennsylvania Public Service Commission to provide telecommunications services.

Channel:

A communications path between two or more points of termination.



## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Collect Call:

A billing arrangement where a call is billed to the called station.

### Commission:

The Public Utility Commission of Pennsylvania

### Company:

Granite Telecommunications, LLC

### Contract

A binding agreement between Customer and Company specifying terms, pricing, and other conditions of Service. A Contract for a particular Service is formed upon the Company's acceptance of a Service Order or the Customer's use of the Service provided by the Company. Except as otherwise provided in a Written document signed by the Company and the Customer, the provisions of this Service Guide, together with the applicable Service Order, constitute the Contract for the Service requested or used by the Customer.

### Customer:

The person, firm, corporation or other entity which orders or uses Service and is responsible for payment of charges and compliance with tariff regulation.

### Customer Premises:

A location(s) designated by the Customer for the purposes of connecting to Company's Services.

### Customer Premises Equipment (CPE):

Equipment located at the Customer's Premises for use with Company's Services.

### Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

### Emergency Number Service:

A telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive telephone calls dialed to the telephone number 911. The 911 Services includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Emergency Service Number (ESN):

An ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary possibly one or more secondary PSAPs.

### Facility:

Includes, in the aggregate or otherwise, but is not limited to, the following:

|                      |             |
|----------------------|-------------|
| channels             | lines       |
| apparatus            | devices     |
| equipment            | accessories |
| communications paths | systems     |

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

### Force Majeure:

Causes beyond Company's 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 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; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

### Holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

### LATA:

Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

### Local Exchange Carrier:

A company which furnishes local exchange telecommunications service.

### Local Service:

Telephone exchange service within a local calling area.



## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Measured Rate Service:

Measured rate service is a classification of Local Exchange Service in connection with which local exchange usage is calculated on a per-minute, time of day, and distance-called basis for the purpose of charging for the service. For this service the dial tone line is offered with a limited monthly usage option, with an Exchange Flat/Measured Rate monthly usage option or without a monthly usage option.

### Message Rate Service:

Message rate service is a classification of Local Exchange Service in connection with which local exchange message usage is calculated in terms of message units for the purpose of charging for the service. For this service the dial tone line is offered with or without a limited monthly usage option.

### Message Unit

A message unit is a unit of measurement by which the charges for certain local messages are ascertained. Each message is charged for at least one message unit except as otherwise specified.

### Network Interface Device (NID)

A device that readily permits the disconnection of all Customer Premises Wiring from the Company's network and provides access to the company network through an industry registered jack of a type provided for in 47 CFR Part 68 for testing purposes.

### Person-to-Person:

A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

### Premises:

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

### Public Safety Answering Point (PSAP)

The answering point for a 911 call. A PSAP may be designated as Primary or Secondary, which refer to the order in which calls are directed for answering. Primary PSAPs answer first; Secondary PSAPs receive calls on a transfer basis only. Any person dialing 911 from a telephone number that is used for local exchange telephone network access and arranged to provide 911 service will be automatically connected to the appropriate PSAP for that telephone.

### Service(s):

The intrastate telecommunications Services that Company offers pursuant to this Service Guide.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Station:

Each telephone on a line where no telephone number associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

### Station-to-Station:

Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

### Telecommunications Relay Service (TRS):

Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

### V & H Coordinates:

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

### White Pages Directory Listing:

A directory listing found in the local White Pages telephone directory.

### Working Day:

Any day on which Company's business office is open and the U.S. Mail is delivered.

### Written; In Writing

Both "written" and "in writing" describe materials intended to be read, either in hardcopy document form (including fax) or transmitted through electronic media. For purposes of these rules, whenever anything is required to be provided "in writing" or in "written" form (e.g., a disclosure, a notice, or a confirmation), the requirement may be satisfied through the use of electronic media if both the Company and Subscriber parties to the communication have agreed to do so. If they have not, a tangible, hardcopy document is required. (The Company's electronic communications with customers and agreements to use electronic communications must satisfy the requirements of the federal Electronic Signatures Act, 15 USCA §§ 7001 et seq. and/or the California Uniform Electronic Transactions Act, Cal. Civil Code §§ 1633 et seq., as applicable.)



## SECTION 2 - RULES AND REGULATIONS

### 2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company undertakes to provide Services subject to the terms and conditions of this Service Guide.
- 2.1.2. Company's Services are furnished for telecommunications originating and/or terminating in any area within the Commonwealth of Pennsylvania.
- 2.1.3. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company does not transmit messages pursuant to this Service Guide, but its Services may be used for that purpose.
- 2.1.5. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Service Guide.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.2. CUSTOMER'S USE OF SERVICE

- 2.2.1. Service may be used for any lawful purpose consistent with this Service Guide and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.
- 2.2.2. Equipment Company provides or installs at the Customer's premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.2.3. The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.
- 2.2.4. Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier, receives any payment or other compensation. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.
- 2.2.5. Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.6. Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.
- 2.2.7. The use of Company's Services either 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.
- 2.2.8. The Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.
- 2.2.9. Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.3. APPLICATION FOR SERVICE

- 2.3.1. A Customer desiring to obtain Service may be required to complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.3.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.3.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Service Guide until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.6.1. below.
- 2.3.4. Request for Service under this Service Guide will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.3.5. Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the Cancellation or Modification of Service by Customer Section of this Service Guide.
- 2.3.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.4. DEPOSITS AND ADVANCE PAYMENTS

2.4.1. Company will not collect deposits.

2.4.2. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill.

### 2.5. CREDIT

Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Service Guide as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished. If an applicant for Service is unable to provide satisfactory credit information, Company may refuse to provide Service.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.6. PROVISION AND MAINTENANCE OF SERVICE

- 2.6.1. Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Service Guide. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.
- 2.6.2. At the request of the Customer, installation or maintenance may be performed outside of Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by Company will apply. If installation or maintenance 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.
- 2.6.3. Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.
- 2.6.4. Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When Company makes tests, adjustments and inspections that will interrupt the Customer's service, a reasonable notice and/or release will be made to or obtained from the Customer before such interruption.
- 2.6.5. Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Service Guide are being complied with in the installation, operation or maintenance of the Customer's or Company's facilities or equipment. If the protective requirements of Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Services, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service to protect its Services, equipment and personnel from harm.
- 2.6.6. Service will continue to be provided until cancelled by the Customer. Customers may cancel service at any time via verbal or written notice.
- 2.6.7. Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.7. SPECIAL CONSTRUCTION

2.7.1. Subject to the agreement of the Company and to all of the regulations contained in the Tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

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

### 2.7.2. Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, charges will be based on the costs incurred by the Company, including (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof, plus an administrative fee minus any credit for reuse or salvage. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

Where the Company furnishes a service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.7. SPECIAL CONSTRUCTION, Continued

#### 2.7.3. Basis for Cost Computation

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

- A. installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation,
  - 4. rights of way, and
  - 5. any other item chargeable to the capital account.
- B. annual charges including the following:
  - 1. cost of maintenance;
  - 2. depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
  - 3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
  - 4. any other identifiable costs related to the facilities provided; and
  - 5. an amount for return and contingencies.

#### 2.7.4 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

- A. The maximum termination liability is equal to the total cost of the special facility as determined herein, adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.8 MINIMUM SERVICE PERIOD

- 2.8.1 The minimum Service period is one month (30 days), with the first thirty (30) days being the initial minimum Service period. The Customer must pay the regular tariffed rate for Service for the minimum period of Service if service is disconnected during the initial minimum Service period. If a Customer disconnects Service after the initial minimum Service period has ended, then the Customer will be billed pro rata for services rendered. When the Service is moved within the same building, to another building on the same Premises, or to a different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.
- 2.8.2 If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.
- 2.8.3 If Service is transferred to a new Customer at the same Premises during the first month of Service, the new Customer assumes responsibility to meet the remainder of the minimum Service period requirements. For Services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum Service period obligation in accordance with the terms under which the Service was originally furnished.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.9. CUSTOMER RESPONSIBILITIES

- 2.9.1 The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.9.2 The Customer is responsible for compliance with applicable regulations set forth in this Service Guide.
- 2.9.3 Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.
- 2.9.4. Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.
- 2.9.5. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- 2.9.6 The Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.
- 2.9.7 The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Service Guide.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.9. CUSTOMER RESPONSIBILITIES, Continued

- 2.9.8. The Customer is responsible for the payment of (a) Service charges as set forth herein and (b) charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- 2.9.9. Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's premises.
- 2.9.10. The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Service Guide, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.
- 2.9.11. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Service Guide gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Service Guide constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.
- 2.9.12. The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.10. PAYMENTS AND BILLING

- 2.10.1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.10.2. Non-recurring charges and charges based on actual usage are billed monthly in arrears.
- 2.10.3. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charge billed as local taxes multiplied by 1.5 percent.
- 2.10.4. A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.10.10.
- 2.10.5. Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a \$20.00 nonrecurring charge per Customer per check.
- 2.10.6. A Customer will be placed on a "cash only" basis upon receipt of two (2) returned checks within a twelve (12)-month period of time. "Cash only" is herein defined as cashier's checks, U.S. currency, or money orders.
- 2.10.7. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a Customer's account, and Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.
- 2.10.8. Billing disputes should be addressed to Company's Customer service organization via a toll-free telephone numbers, (866) 847-1500 or (866) 847.5500. Customer service representatives are available at (866) 847-1500 from 9:00 a.m. to 6:00 p.m. Eastern Time. Messages may be left for Customer services from 6:01 p.m. to 8:59 a.m. Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service. Twenty-four hour customer service is available at (866) 847-5500.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.10. PAYMENTS AND BILLING, Continued

2.10.9. In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:

- A. First, Customer requests, and Company will comply with the request, an Investigation and review of the disputed amount. Customer must pay the undisputed portion of the bill by the Due By Date shown on the bill.
- B. The Customer may pay the disputed portion of the bill by the Due By Date shown on the bill. However, Service will not be subject to termination if the disputed amount is not paid during the pendency of the investigation.
- C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Commission for its investigation and decision.
- D. After the investigation and review are completed by Company as noted in subsection A. above, and the dispute is resolved indicating that the disputed amount is due and payable to the Company, the disputed amount becomes due and payable at once. In order to avoid disconnection of Service, the disputed amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed, the dispute has been resolved and that such payment must be made or Service will be suspended or terminated. However, the Service will not be terminated prior to the Due By Date shown on the bill. Failure to pay non-regulated or competitive services charges will not result in disconnection of basic local service.
- E. The address and telephone number of the Commission are:

Pennsylvania Public Utility Commission  
400 North Street  
Keystone Bldg.  
Harrisburg, PA 17120  
Telephone: (800) 692-7380  
Online: [http://www.puc.state.pa.us/filing\\_resources/filing\\_complaints.aspx](http://www.puc.state.pa.us/filing_resources/filing_complaints.aspx)

- F. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.11. TAXES

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, 911, Telecommunications Relay Service, rights-of-way, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes and fees will be separately stated on the applicable invoice.

### 2.12. ALLOWANCES FOR INTERRUPTION OF SERVICE

2.12.1 For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.

2.12.2. Credit allowances will be given in accordance to this Section 2.11. for interruptions of Service which are not due to Company's testing or adjusting (when proper notice and release is obtained), to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer or another Carrier, and are subject to the general limitation of liability provisions set forth in Section 2.15. herein. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control.

2.12.3. For purposes of computing a credit under Section 2.11. every month is considered to have 720 hours. No credit will be allowed for an interruption of a continuous duration of less than two hours. Company will credit the Customer for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the Service affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected Service



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.13. SUSPENSION, TERMINATION OR MODIFICATION OF SERVICE BY CUSTOMER

- 2.13.1. Customers may suspend or terminate Service by providing written or verbal notice to Company prior to suspension or termination. Notice must specify the date on which Service is to be suspended or terminated.
- 2.13.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually suspended or terminated.
- 2.13.3. If Customer terminates Service before Company completes installation of the Service and at the time of termination Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.
- 2.13.4. If the Customer terminates Service after Company has completed installation, the charge set forth in Section 2.12.3. will apply to the extent Company has not yet recovered the costs described in Section 2.12.3. In addition, the minimum Service period obligations described in Section 2.7. will apply regardless of whether Service has been initiated and the charges due under Section 2.7. apply.
- 2.13.5. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.
- 2.13.6. Customers must pay the Line Restoration charge set forth in Section 4 of this Service Guide prior to restoration of Service suspended at Customer's request.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.14. SUSPENSION OR TERMINATION OF SERVICE BY COMPANY

2.14.1 Company may, without incurring liability, refuse, suspend or terminate the Service for any of the following reasons, provided that the Company shall issue ten (10) days written notice to the Customer via first-class mail prior to termination of Service.

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company;
- B. If Company deems refusal of Service, suspension or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services;
- C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service;
- D. For use of Company's Services for any purpose other than that described in the application;
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- F. In the event of tampering with the equipment furnished and owned by Company;
- G. In the event of abuse or fraudulent use of Service;
  - 1. Abuse or fraudulent use of Service includes:
    - a. The use of Service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an applicable charge;
    - b. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the established charge for such Service.
- H. In the event that the Customer abandons Service;



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.14. SUSPENSION OR TERMINATION OF SERVICE BY COMPANY, Continued

#### 2.14.1., Continued

- I. For use of foul or profane language over the Service;
- J. For impersonation of another person with fraudulent intent over the Service;
- K. For nonpayment of any deposit required by the Company;
- L. For violation of this Service Guide, except as provided in Section 2.14.1., including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements; or
- M. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or
- N. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.

2.14.2. The Company may continue suspension of service until all charges due have been paid and all violations have ceased. During the period of such suspension all monthly charges apply. Should the Customer comply with the Company's instructions during the suspension period, the Customer must pay the Suspended Service Restoration charge set forth in Section 4 of this Service Guide in addition to all applicable monthly service charges. The Company may terminate the service without suspension of service or following suspension of service, and disconnect and remove any of its equipment from the Customer's premises. If service is terminated after a suspension, the date of termination is considered to be the date service was suspended.

2.14.3. A customer's local exchange service may only be disconnected for non-payment of noncompetitive tariffed services regulated by the Commission. Local exchange service may not be disconnected for non-payment of toll services, voice mail, Internet, paging, charges not billed on behalf of the Company and federally imposed customer charges and taxes.

2.14.4. The termination of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of termination. A Customer whose Service has been terminated by the Company also must pay the Service Restoration Charges set forth in Section 4 of this Service Guide. The remedies set forth herein are not exclusive, and Company is at all times be entitled to all the rights available to it under law or equity.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.15. RESTORATION OF SERVICE

- 2.15.1. The use and restoration of Service in emergencies may be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.
- 2.15.2. When a Customer's Service has been terminated in accordance with this Service Guide and the Service has been terminated through the completion of a Company service order, Service will be restored only upon the basis of application for new Service.
- 2.15.3. A Customer whose Service has been terminated by the Company also must pay the Service Restoration Charge before Service is restored.
- 2.15.4. A Customer whose Service has been terminated is required to pay the Service Connection Charge before Service is restored.
- 2.15.5. A Customer whose Service has been terminated for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due and the Service Restoration Charge set forth in Section 4 of this Service Guide before Service is restored.
- 2.15.6. Whenever Service has been terminated for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.15.7. A Customer whose Service has been suspended by the Company must pay the Suspended Service Restoration Charge set forth in Section 4 of this Service Guide in addition to all applicable monthly service charges due and owing during the period of suspension.
- 2.15.8. A Customer whose Service has been suspended at the Customer's request must pay the Line Restoration charge set forth in Section 4 of this Service Guide prior to restoration of Service.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.16. LIMITATION OF LIABILITY

- 2.16.1. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities;
  - B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement;
  - C. A breach in the privacy or security of communications transmitted over Company's facilities;
  - D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment; or
  - E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire;
  - F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations;
  - G. Violations of the obligations of the Customer under this Service Guide;
  - H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees;
  - I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Service Guide;



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.16. LIMITATION OF LIABILITY, Continued

#### 2.16.1. Continued

- J. Any lost, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees;
- K. Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto;
- M. Fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Service Guide
- N. Any act, mistake, omission fraudulent act of a third party, interruption, delay error, or defect caused by or contributed to by:
  - 1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers. This included the provision of a signaling system or other database by another company; or
  - 2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or
  - 3. A third party.
- O. Any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or
- P. Any unauthorized use of the Service provided to Customer.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.16. LIMITATION OF LIABILITY, Continued

- 2.16.2. The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Service Guide. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. 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, acts of a third party, or the acts or omissions of Company, its employees or agents.
- 2.16.3. The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set forth in this Service Guide. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the acts or omissions, of Company's suppliers and vendors, or the employees or agents of Company's suppliers and vendors.
- 2.16.4. The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.
- 2.16.5. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.
- 2.16.6. The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.16. LIMITATION OF LIABILITY, Continued

#### 2.16.7. 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. 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, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
- B. Neither is Company 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 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 arises out of the negligence or other wrongful act of Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

#### 2.16.8. With respect to Directory Listing Service:

- A. In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.16. LIMITATION OF LIABILITY, Continued

#### 2.16.8. With respect to Directory Listing Service, Continued

- B. Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.
- C. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- D. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, 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. By subscribing to Service under this Service Guide, the Customer agrees to the release of such information under the above provision.

2.16.9. Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer pursuant to Section 2.6.1 or for any failure to provide or maintain Service at any particular performance level.

2.16.10. Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds 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 entity 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. 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.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.17. NOTICES

Any notice Company may give to a Customer will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give Company will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to Company at the address provided in the most recently revised tariff pages.

### 2.18. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION

2.18.1 Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of Customer.

2.18.2 Customer or Authorized User must ensure 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 must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.

2.18.3. Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Service Guide, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Service Guide. Beyond this responsibility, Company will 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 when performed by Customer-provided network control signaling equipment.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.18. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION, Continued

- 2.18.4. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.18.5. Interconnection between the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.
- 2.18.6. Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.19. PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

The Customer has no property right in any telephone number or any right to continuance of Service through any particular serving office. Company may change a telephone number or a serving office designation, or both, of a Customer if required for engineering or technical reasons or whenever Company deems it desirable in the conduct of its business to do so.

### 2.20. EMERGENCY NUMBER SERVICE (911)

- 2.20.1. All terms and conditions set forth in this Section are applicable to Emergency Number Service as defined in this Service Guide.
- 2.20.2. Emergency Number Service allows customers to reach appropriate emergency services including police, fire and medical services. The telephone user who dials the 911 number will not be charged for the call.
- 2.20.3. Emergency Number Service may be classified as one of two types: Basic service or Enhanced Service. Basic Emergency Number Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single Public Service Answering Point (PSAP) that is prepared to receive those calls. Enhanced Emergency Number Service provides certain features such as selective routing of 911 calls to a specific PSAP that is selected from the various PSAP serving Customers within that central office area. Basic and Enhanced Emergency Number Service are one-way services limited to the provision and use of the digits "9-1-1" as the Universal Emergency Telephone Number code.
- 2.20.4. For Emergency Number Service, the incumbent local exchange carrier, municipality, or government agency(ies) designated as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- 2.20.5. This Service Guide does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in Emergency Number Service, nor does the Company undertake such responsibility.
- 2.20.6. Emergency Number Service information, consisting of the names, addresses and telephone numbers of all telephone customers, is confidential. The Company will release such information periodically for the update of their systems.
- 2.20.7. The Emergency Number Service calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number (ANI) and address (ALI) associated with the originating station location are furnished to the PSAP, on a call by call basis, after an Emergency 911 call has been received.
- 2.20.8. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all Emergency Number Service calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.21. PROMOTIONAL OFFERINGS

Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted Service. No individual promotional offering will exceed six (6) months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer.

The Company will submit its Promotions by letter to the Commission Staff outlining the promotion, listing the tariffed item being promoted, and the promotion's start and end dates in lieu of filing language in the tariff.

### 2.22. SPECIAL ASSEMBLY

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly.

The Company will maintain records of its Special Assembly contracts for Commission review as conditions or circumstances may require.

### 2.23. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Service Guide. Rates quoted in response to such competitive requests may be different than those specified for such services in this Service Guide. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company will maintain records of its ICBs for Commission review as conditions or circumstances may require.



## SECTION 3 - DESCRIPTION OF SERVICE

### 3.1. APPLICATION OF RATES

#### 3.1.1. Timing of Calls

- A. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- B. The minimum call duration for billing purposes is one minute with one minute billing increments thereafter.
- C. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- D. There is no billing for incomplete calls.

#### 3.1.2. Service Areas

- A. Unless otherwise specified in this service guide, Company's interexchange Service area is statewide.
- B. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.



### SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.2. INTEREXCHANGE SERVICES

- 3.2.1. Company provides telecommunications Services that allow a Customer to establish a communications path between two Stations by using uniform dialing plans. Calls are billed in six (6) second increments. A thirty (30) second initial billing minimum is applicable on each call, unless otherwise specified in this Tariff.
- 3.2.2. **Toll Service** offers users outbound 1 plus long distance telecommunications services. The service offers direct dial capabilities of other underlying Carrier(s) network services.
- 3.2.3. **Toll Free (800) Service** offers users inbound, toll free long distance telecommunications services. The service offers direct dial capabilities of other underlying Carrier(s) network services.
- 3.2.4. **Directory Assistance** is provided by Granite's underlying Carrier to subscribers of record. The Customer may access the underlying Carrier's Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such service by Granite, except as stated in this Tariff.
- 3.2.5. **Operator Assisted Calling Services** - Granite provides operator assisted calling as an ancillary service exclusively to its subscribers. Operator assisted calling services are provided to subscribers by the Company's underlying Carrier at the underlying Carrier's rates, terms and conditions, pursuant to underlying Carrier intrastate tariffs on file with the Commission. The Company does not offer alternative operator services to the transient public



## SECTION 4 - RATES AND CHARGES

### 4.1. SERVICE CHARGES

#### 4.1.1 Toll Interexchange Service

|                        |          |
|------------------------|----------|
| Intrastate, per minute | \$0.0693 |
| Interstate, per minute | \$0.0193 |

#### 4.1.2. Toll Free (800) Service (Inbound)

|                             |          |
|-----------------------------|----------|
| Intrastate, per minute      | \$0.0693 |
| Interstate, per minute      | \$0.0493 |
| Connection charge, per call | \$0.0100 |

#### 4.1.3. Directory Assistance

|                  |        |
|------------------|--------|
| Rate, per access | \$5.99 |
|------------------|--------|



**SECTION 5 - FEDERAL GOVERNMENT SERVICE AGREEMENTS**

5.1. General

The Company may enter into contracts for the use of all authorized Federal agencies; authorized federal contractors; agency-sponsored universities and laboratories; and when authorized by law or regulation, state, local and tribal governments, and other organizations. All organizations listed in General Service Administration (GSA) Order ADM 4800.2E (as updated) are eligible.

5.2. Enterprise Infrastructure Services (EIS) Services

In addition to services covered elsewhere in this Tariff, the Company may offer services pursuant to the EIS contractual agreement.

A. Terms and Conditions

1. EIS Services are only available pursuant to the EIS contractual agreement.
2. The Company reserves the right to limit the locations where services will be offered.

B. Rates and Charges

1. The nonrecurring charge below applies for the installing, connecting or moving of EIS Services.
2. If the Company continues to provide service after the expiration of the customer's term without a further agreement, the customer's monthly recurring term rate shall continue to apply until the customer enters into a new service agreement or the service is disconnected.
3. The following maximum rates and charges apply.

|   | <b>NONRECURRING<br/>CHARGE</b> | <b>MONTHLY RATE</b> |
|---|--------------------------------|---------------------|
| • Commercial Analog Business Lines (POTS) | ICB                            | ICB                 |
| • Analog PBX Trunks                       | ICB                            | ICB                 |
| • Digital PBX Trunks                      | ICB                            | ICB                 |
| • ISDN Basic rate Interface (BRI)         | ICB                            | ICB                 |
| • ISDN Primary rate Interface (PRI)       | ICB                            | ICB                 |

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## **SECTION 6 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY**

### **6.1. GENERAL**

The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede Service Guide language contained herein.

### **6.2. TSP PROGRAM COMPONENTS**

The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.



## **SECTION 6 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY, Continued**

### **6.3. TSP REQUEST PROCESS – RESTORATION**

To request a TSP restoration priority assignment, a prospective TSP user must:

1. determine that the user's telecommunications service supports an NS/EP function under one of the following TSP categories.
  - a. National Security Leadership
    1. National Security Posture and U.S. Population Attack Warning
    2. Public Health, Safety, and Maintenance of Law and Order
    3. Public Welfare and Maintenance of National Economic Posture.
2. identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer Premises Equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.



## **SECTION 6 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY, Continued**

### **6.4. TSP REQUEST PROCESS – PROVISIONING**

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed above for restoration priority assignment except for the following differences. The user should:

1. certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
2. verify that the Company cannot meet the service due date without a TSP assignment.
3. obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.



**SECTION 6 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING –  
TELECOMMUNICATIONS SERVICE PRIORITY, Continued**

**6.5. RESPONSIBILITIES OF THE END USER**

End-users or entities acting on their behalf must perform the following:

1. Identify telecommunications services requiring priority.
2. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
3. Accept TSP services by the service due dates.
4. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
5. Pay the Company any authorized costs associated with priority services.
6. Report to the Company any failed or unusable services with priority levels.
7. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
8. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.



**SECTION 6 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING –  
TELECOMMUNICATIONS SERVICE PRIORITY, Continued**

**6.6. RESPONSIBILITIES OF THE COMPANY**

The Company will perform the following:

1. Provide TSP service only after receipt of a TSP authorization code.
2. Revoke TSP services at the direction of the end-user or OPT.
3. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
4. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
5. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
6. Confirm completion of TSP service order activity to the OPT.
7. Participate in reconciliation of TSP information at the request of the OPT.
8. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
9. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
10. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
11. Disclose content of the NS/EP TSP database only as may be required by law.
12. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.



**SECTION 6 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING –  
TELECOMMUNICATIONS SERVICE PRIORITY, Continued**

**6.7. PREEMPTION**

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted Customer of the action to be taken.



## SECTION 7 – CRITICAL FACILITIES ADMINISTRATION SERVICE

### 7.1. PROGRAM OVERVIEW

Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.

Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

### 7.2. CUSTOMER RESPONSIBILITIES

Customers participating under the Critical Facilities Administration program will be required to:

- 7.2.1. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- 7.2.2. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."



**SECTION 7– CRITICAL FACILITIES ADMINISTRATION SERVICE, Continued**

**7.3. CARRIER OBLIGATIONS**

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- 7.3.1. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, cross boxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- 7.3.2. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- 7.3.3. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
- 7.3.4. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
- 7.3.5. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- 7.3.6. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

**7.4. RATES**

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the charges established by any connecting carrier for the service.

Critical Facilities Administration, Per Hour \$120.00

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