



# NEW APPLICATION ORIGINAL



0000131085

October 14, 2011  
Via Overnight Delivery

Docket Control Center  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

T-20821A-11-0385

RE: Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications - Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services

Dear Sir/Madam:

Enclosed for filing are the original and thirteen (13) copies of the Application and Petition for a Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services submitted on behalf of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications.

A copy of the Company's financial statements in support of this Application is provided in a sealed envelope. The Company respectfully requests that these documents be disclosed only to Staff members directly involved in this case.

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

Any questions you may have regarding this filing may be directed to me at (407) 740-3031 or via e-mail at sthomas@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Sharon Thomas  
Consultant to Spectrotel, Inc.  
d/b/a OneTouch Communications d/b/a Touch Base Communications

Enclosures  
ST/im.

cc: R. Artale, Spectrotel (Ecopy)  
J. Mullin, Spectrotel (Ecopy)  
file: Spectrotel - AZ Local  
Spectrotel - AZ IXC  
tms: AZ11100

Arizona Corporation Commission  
**DOCKETED**

OCT 18 2011

DOCKETED BY	
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2011 OCT 18 P 4: 00  
ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL

**ARIZONA CORPORATION COMMISSION**

**Application and Petition for Certificate of Convenience and Necessity to Provide  
Intrastate Telecommunications Services**

Mail original plus 13 copies of completed application to:

For Docket Control Only:  
(Please Stamp Here)

Docket Control Center  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007-2927

Please indicate if you have current applications pending  
in Arizona as an Interexchange reseller, AOS provider,  
or as the provider of other telecommunication services.

Type of Service: \_\_\_\_\_

Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_ Date Docketed: \_\_\_\_\_

Type of Service: \_\_\_\_\_

Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_ Date Docketed: \_\_\_\_\_

**A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION**

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).

- Resold Long Distance Telecommunications Services (Answer Sections A, B).
- Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- Other \_\_\_\_\_ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications  
3535 State Highway 66, Suite 7, Neptune, NJ 07753  
Telephone: (732) 345-7000  
Fax Number: (732) 345-7893  
rartale@spectrotel.com  
www.spectrotel.com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

d/b/a OneTouch Communications and d/b/a Touch Base Communications

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7, Neptune, NJ 07753  
Telephone: (732) 345-7000  
Fax Number: (732) 345-7893  
rartale@spectrotel.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Sharon Thomas, Consultant to Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications  
2600 Maitland Center Parkway, Suite 300  
Maitland, FL 32751  
Telephone : (407) 740-3031  
Fax Number:(407)740-0613  
stthomas@tmin.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complaint Contact Person:

Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7, Neptune, NJ 07753  
(732) 345-7000  
rartale@spectrotel.com

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- Sole proprietorship
- Partnership:     Limited,  General,  Arizona,  Foreign
- Limited Liability Company:     Arizona,  Foreign
- Corporation:     "S",  "C",  Non-profit
- Other, specify: \_\_\_\_\_

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

**See Attachment A for Certificate of Good Standing in Arizona and listings of the Applicant's Officers and Directors.**

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

**See Attachment B for the Applicant tariffs.**

(A-10) Indicate the geographic market to be served:

- Statewide. (Applicant adopts statewide map of Arizona provided with this application). **See Attachment F.**
- Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

**Applicant, nor any of its officers, directors, partners or managers have been involved in any formal or informal complaint proceedings before any federal or state regulatory commission, administrative agency or law enforcement agency.**

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

**None of Spectrotel's officers directors, partners or managers have been involved in any civil or criminal investigation or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.**

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes

No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes

No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes

No

If any box in (A-14) is marked "No", continue to question (A-15).

**Note:** Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

Yes

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

**The Company proposes to offer facilities-based and resold local voice communications services and resold interexchange voice communications services to residential and business customers throughout the state. The Company will utilize unbundled network elements, including switching services from Qwest for its local service offerings.**

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

**See Attachment G. The Applicant has never had an application to offer telecommunications services denied.**

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

**See Attachment G.**

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

**The Company does not have any affiliates.**

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

Decision # 64178 Resold Long Distance

Decision # 64178 Resold LEC

Decision # 64178 Facilities Based Long Distance

Decision # 64178 Facilities Based LEC

**B. FINANCIAL INFORMATION**

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes  No

If "No," explain why and give the date on which the Applicant began operations.

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

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

**See Attachment D. The Applicant is requesting confidential treatment of its financial information.**

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

**The Company does not have any affiliates.**

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

**See Attachment E for financial projections.**

**C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(C-1) Indicate if the Applicant has a resale agreement in operation,

Yes  No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

**D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes  No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

**The Applicant intends to initiate service as soon as practicable once it receives authority.**

**E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

Yes  No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

Yes  No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

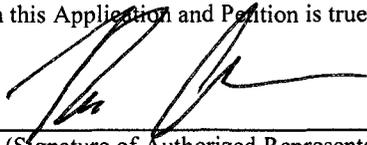
Yes  No

**Applicant will not utilize its own switching facilities but will rely on the switching facilities of its underlying carriers, which are fully equal-access capable.**

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH

§  
§  
§

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



(Signature of Authorized Representative)

7/8/11

(Date)

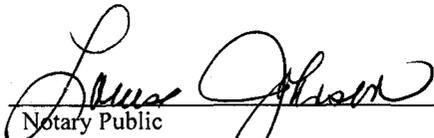
Ross Artale

(Print Name of Authorized Representative)

Chief Operating Officer

(Title)

SUBSCRIBED AND SWORN to before me this 8 day of July, 2011.

  
Notary Public

7/10/15  
My Commission Expires:

Louise Johnson  
Notary Public of New Jersey  
My Commission Expires July 10, 2015

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

**ATTACHMENT A**

Certificate of Good Standing,  
Corporate Officers and Directors

**OFFICERS**

The following individuals are officers of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications and may be contacted at the Company's headquarters at 3535 State Highway 66, Suite 7, Neptune, NJ 07753.

Jack Dayan	Chief Executive Officer
Edward Kazar	Chief Financial Officer
Ross Artale	Chief Operating Officer

**DIRECTORS**

Jack Dayan	Chief Executive Officer/Secretary
Edward Kazar	Chief Financial Officer/Treasurer

Jack Dayan owns 100% of the shares of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications.



State of Arizona  
Trade Name Application

Mail to: Arizona Secretary of State Ken Bennett  
Attention: Business Services, Trade Name Division  
1700 W. Washington Street, 7th Fl., Phoenix, AZ 85007-2888  
(602) 542-6187 (800) 458-5842 (within Arizona)  
Website: www.azsos.gov

DO NOT WRITE IN THIS SPACE

AUG - 8 2011

FOR OFFICE USE ONLY - REV. 06/21/10

The registration of a Trade Name and Trademark is not legally required in Arizona, but is an accepted business practice. The registration of a Trade Name is a public record and does not constitute exclusive rights to the holder of the name.

TRADE NAME APPLICATION

About this form

- This form is for first time applicants applying for a Trade Name under A.R.S. § 44-1460.
- Names with a corporate ending (for example: Inc., LLC or Ltd.) are not acceptable. This application will be returned if an applicant submits this application with a corporate ending.
- Applicants who are renewing a Trade Name on file shall use the Trade Name Renewal Form.

Filing Fee: \$10; expedited service, an additional \$25 fee  
Payment: Checks or money orders shall be made payable to the Secretary of State. Credit cards are not accepted.  
Processing: 2-3 weeks; expedited service, immediately  
Address Change: If you relocate, please remember to update the new address with our office.

How to complete this form

- To avoid registration errors please write legibly or computer generate this Trade Name Application. Certificate and renewal notices are dependent on accurate address information including suite numbers. This form has been designed to be filled out and printed online at the website referenced above.
  - Read this application carefully, and fill in all blank spaces.
  - Sign and date the application and have it notarized.
- File by mail with payment to the address above, or Return in person at the following locations:
- |  |  |
|--|--|
| PHOENIX - State Capitol Executive Tower<br>1700 W. Washington Street<br>First Floor, Room 103<br>Open Monday - Friday, 8 a.m. - 5 p.m., except state holidays. | TUCSON - Arizona State Complex Building<br>400 W. Congress<br>Second Floor, Room 252 |
|--|--|

1. Name, title or designation to be registered

Trade Name  
OneTouch Communications

SPACE BELOW FOR OFFICE USE ONLY - VALIDATION AREA

The date in which the name, title or designation was first used by the applicant within this state. This date must be today's date or prior to today's date.	Month 06	Day 01	Year 2011
--	-------------	-----------	--------------

What type of entity will function as the owner of this trade name?

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> INDIVIDUAL              | <input type="checkbox"/> FOREIGN CORPORATION (Licensed to do business within Arizona) | <input type="checkbox"/> ORGANIZATION                                 |
| <input type="checkbox"/> PARTNERSHIP             | <input type="checkbox"/> ASSOCIATION  | <input type="checkbox"/> OTHER (If other, please indicate type below) |
| <input checked="" type="checkbox"/> CORPORATION* | <input type="checkbox"/> LIMITED LIABILITY CORPORATION (LLC)*                         |   |

\*If choosing LLC or Corporation, the signer must be listed on the Arizona Corporation Commission's website as a member or officer. If either is checked and not currently incorporated, the application will be returned.

2. Name of entity or individual to which the trade name will be registered.

If owner is an individual, list the individual's name; if the owner is a corporation, list the corporation's name; etc. If two applicants, list both.

Applicant Name Spectrotel, Inc.		Applicant Name	
Business Address (include street, box or suite number) 3535 State Highway 66, Suite 7	City Neptune	State NJ	Zip Code 07753
General nature of business conducted: telecommunications services	Business Phone Number - optional (include area code) 732-345-7000		

3. Applicant's Signature If two applicants are listed above, both must sign.

Applicant's Printed or Typed Name Ross Artale	Applicant's Signature 	Month 6	Day 21	Year 2011
Applicant's Printed or Typed Name	Applicant's Signature	Month	Day	Year

State of ~~Arizona~~ New Jersey )  
County of Monmouth )

Louise Johnson  
Notary Public of New Jersey  
My Commission Expires July 10, 2015

On this 23 day of June, 2011

(Name of Applicant)

personally appeared before me and acknowledged that he/she signed this document for its stated purpose.

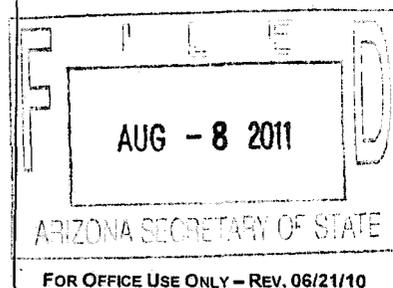
Notary Public



State of Arizona  
Trade Name Application

Mail to: Arizona Secretary of State Ken Bennett  
Attention: Business Services, Trade Name Division  
1700 W. Washington Street, 7th Fl., Phoenix, AZ 85007-2888  
(602) 542-6187 (800) 458-5842 (within Arizona)  
Website: www.azsos.gov

DO NOT WRITE IN THIS SPACE



The registration of a Trade Name and Trademark is **not legally required in Arizona**, but is an accepted business practice. The registration of a Trade Name is a public record and does not constitute exclusive rights to the holder of the name.

**TRADE NAME APPLICATION**

<p><b>About this form</b></p> <ul style="list-style-type: none"> <li>This form is for first time applicants applying for a Trade Name under A.R.S. § 44-1460.</li> <li>Names with a corporate ending (for example: Inc., LLC or Ltd.) are <i>not acceptable</i>. This application will be returned if an applicant submits this application with a corporate ending.</li> <li>Applicants who are renewing a Trade Name on file shall use the Trade Name Renewal Form.</li> </ul> <p><b>Filing Fee:</b> \$10; expedited service, an additional \$25 fee <b>Payment:</b> Checks or money orders shall be made payable to the <i>Secretary of State</i>. Credit cards are not accepted. <b>Processing:</b> 2-3 weeks; expedited service, immediately <b>Address Change:</b> If you relocate, please remember to update the new address with our office.</p>	<p><b>How to complete this form</b></p> <ul style="list-style-type: none"> <li>To avoid registration errors please write legibly or computer generate this Trade Name Application. Certificate and renewal notices are dependent on accurate address information including suite numbers. This form has been designed to be filled out and printed online at the website referenced above.</li> <li>Read this application carefully, and fill in all blank spaces.</li> <li>Sign and date the application and have it notarized.</li> </ul> <p><b>File by mail with payment to the address above, or</b> Return in person at the following locations: PHOENIX - State Capitol Executive Tower 1700 W. Washington Street First Floor, Room 103 Open Monday - Friday, 8 a.m. - 5 p.m., except state holidays.</p> <p>TUCSON - Arizona State Complex Building 400 W. Congress Second Floor, Room 252</p>
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**1. Name, title or designation to be registered** SPACE BELOW FOR OFFICE USE ONLY - VALIDATION AREA

Trade Name <b>Touch Base Communications</b>			
The date in which the name, title or designation was first used by the applicant within this state. This date must be today's date or prior to today's date.	Month <b>06</b>	Day <b>01</b>	Year <b>2011</b>

**What type of entity will function as the owner of this trade name?**

INDIVIDUAL       FOREIGN CORPORATION (Licensed to do business within Arizona)       ORGANIZATION  
 PARTNERSHIP       ASSOCIATION       OTHER (If other, please indicate type below)  
 CORPORATION\*       LIMITED LIABILITY CORPORATION (LLC)\*

*\*If choosing LLC or Corporation, the signer must be listed on the Arizona Corporation Commission's website as a member or officer. If either is checked and not currently incorporated, the application will be returned.*

**2. Name of entity or individual to which the trade name will be registered.**

*If owner is an individual, list the individual's name; if the owner is a corporation, list the corporation's name; etc. If two applicants, list both.*

Applicant Name <b>Spectrotel, Inc.</b>	Applicant Name		
Business Address (include street, box or suite number) <b>3535 State Highway 66, Suite 7</b>	City <b>Neptune</b>	State <b>NJ</b>	Zip Code <b>07753</b>
General nature of business conducted: <b>telecommunications services</b>		Business Phone Number - optional (include area code) <b>732-345-7000</b>	

**3. Applicant's Signature** *If two applicants are listed above, both must sign.*

		Date		
Applicant's Printed or Typed Name <b>Ross Artale</b>	Applicant's Signature 	Month <b>6</b>	Day <b>23</b>	Year <b>2011</b>
Applicant's Printed or Typed Name	Applicant's Signature	Month	Day	Year

State of ~~Arizona~~ **New Jersey**  
County of **Monmouth**

**Louise Johnson**  
Notary Public of New Jersey  
My Commission Expires July 10, 2015

On this **23** day of **June**, 20**11**  
**ROSS ARTALE**  
(Name of Applicant)

personally appeared before me and acknowledged that he/she signed this document for its stated purpose.

Notary Public

**COMMISSIONERS**  
GARY PIERCE - Chairman  
BOB STUMP  
SANDRA D. KENNEDY  
PAUL NEWMAN  
BRENDA BURNS



**ERNEST G. JOHNSON**  
Executive Director  
  
**JEFF GRANT**  
Director  
Corporations Division

**ARIZONA CORPORATION COMMISSION**

August 4, 2011

PHYLLIS MILLER  
2600 MAITLAND CTR PKWY #300  
MAITLAND, FL 32751

RE: SPECTROTEL, INC.  
File Number: F16918141

We are pleased to notify you that the Application for Authority to transact business or conduct affairs in Arizona for the above-referenced entity **HAS BEEN APPROVED.**

You must publish a copy of the Application for Authority. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. A list of acceptable newspapers in each county is enclosed and is also posted on the Commission website. Publication must be completed **WITHIN 60 DAYS** after August 4, 2011, which is the date the document was approved for filing by the Commission. The corporation may be subject to revocation of authority if it fails to publish. You will receive an Affidavit of Publication from the newspaper, and you may file it with the Commission.

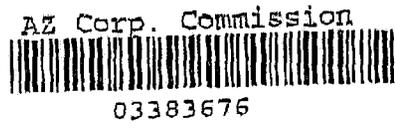
Corporations are required to file an Annual Report with the Commission. Your Annual Report is due on 08/03/2012, and on the anniversary of that date each subsequent year. It is your responsibility to file the corporation's Annual Report by the deadline each year. You can visit our website at [www.azcc.gov/divisions/corporations](http://www.azcc.gov/divisions/corporations) to electronically file your annual report. You can also complete the form online, print it out and mail it in, or you can call the Annual Reports section at 602-542-3285.

Corporations must notify the Commission immediately, in writing, if they change their corporate address, statutory agent, or statutory agent address. Address change orders must be signed by a duly authorized corporate officer. A forwarding order placed with the U.S. Postal Service is not sufficient to change your address with the Commission.

We strongly recommend you periodically monitor your corporation's record with the Commission, which can be viewed at [www.azcc.gov/Divisions/Corporations](http://www.azcc.gov/Divisions/Corporations). If you have questions or need further information please contact us at (602) 542-3026 in Phoenix, or Toll Free (Arizona Residents only) at 1-800-345-5819.

Sincerely,  
Yvonne Contreras  
Examiner, Corporations Division

CF:07  
REV. 01/2009



AZ CORPORATION COMMISSION FILED

JUL 21 2011

FILE NO. F-110918141

APPLICATION FOR AUTHORITY TO TRANACT BUSINESS IN ARIZONA

Pursuant to A.R.S. § 10-1503

JUN 30 2011

DO NOT PUBLISH THIS SECTION

1. The corporate name must contain a corporate ending which may be 'corporation,' 'association,' 'company,' 'limited,' 'incorporated' or an abbreviation of any of these words. If you are the holder or assignee of a tradename or trademark, attach a Trade Name Certificate. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be executed by the corporation Secretary.

3. You must provide the total duration in years for which your corporation was formed to endure. If perpetual succession, so indicate in this section. Do not leave blank, or state 'not applicable'.

4. If the state or country of incorporation does not require an address to be maintained, provide the street address of the statutory agent in the state or country of incorporation.

5. The statutory agent must provide a street address. If statutory agent has a P.O. Box, then they must also provide a physical street address/location.

The name of the corporation is: Spectrotel, Inc.

~~FILE NO.~~ F-11091814-1

A(n) Delaware Corporation (State or Country)

We are a foreign corporation applying for authority to transact business in the state of Arizona.

1. The exact name of the foreign corporation is:

Spectrotel, Inc.

If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is:

(FN)

2. The name of the state or country in which the foreign corporation is incorporated is:

Delaware

3. The foreign corporation was incorporated on the 29th day of February

2000 and the period of its duration is: perpetual

4. The street address of the principal office of the foreign corporation in the state or country of its incorporation is:

160 Greentree Drive,

Suite 101

Dover, DE 19904

5. The name and street address of the statutory agent for the foreign corporation in Arizona is:

National Registered Agents, Inc.

300 W. Clarendon Ave, #230

Phoenix, AZ 85013 County Of Maricopa

DO NOT PUBLISH THIS SECTION

5.a. The street address of the known place of business of the foreign corporation in Arizona IF DIFFERENT from the street address of the statutory agent is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.b. Indicate to which address general correspondence should be mailed.

5.b. General correspondence should be mailed to the address specified above in section 4 X or section 5a \_\_\_\_\_.

6. If the purpose of your corporation has any limitations please indicate. If not, state no limitations or leave blank.

6. The purpose of the corporation is to engage in any and all lawful business in which corporations may engage in the state or country under whose law the foreign corporation is incorporated, with the following limitations if any:

\_\_\_\_\_  
\_\_\_\_\_

7. The names and business addresses of the current directors and officers of the foreign corporation are: (Attach additional sheets if necessary.)

Name: Jack Davan President/CEO/Director [title]  
Address: 3535 State Highway 66, Suite 7  
City, State, Zip Neptune, NJ 07753

Name: Ross Artale COO [title]  
Address: 3535 State Highway 66, Suite 7  
City, State, Zip Neptune, NJ 07753

8. The total number of shares authorized (not issued) cannot be blank or "Not Applicable." The number must match Articles of Incorporation in domicile state.

Name: Edward Kazar CFO [title]  
Address: 3535 State Highway 66, Suite 7  
City, State, Zip Neptune, NJ 07753

8. The foreign corporation is authorized to issue 3,000,000 shares, itemized as follows: (Attach additional sheets if necessary.)

3,000,000 shares of common [class or series] stock at \_\_\_\_\_ no par value or par value of \$ 0.001 per share.

\_\_\_\_\_ shares of \_\_\_\_\_ [class or series] stock at \_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.

\_\_\_\_\_ shares of \_\_\_\_\_ [class or series] stock at \_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.

**DO NOT PUBLISH THIS SECTION**

9. The total number of shares issued cannot be blank or "Not Applicable." If no shares have been issued, put the word "none" or "zero" or the number 0. Include only shares actually issued in this section

9. The foreign corporation has issued 1,000,000 shares, itemized as follows:  
1,000,000 shares of common [class or series] stock at  
\_\_\_\_\_ no par value or par value of \$ 0.001 per share.  
\_\_\_\_\_ shares of \_\_\_\_\_ [class or series] stock at  
\_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.  
\_\_\_\_\_ shares of \_\_\_\_\_ [class or series] stock at  
\_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.

The Application must be accompanied by the following: QA Certificate of Disclosure, executed within 30 days of delivery to the Commission, by a duly authorized officer

QA certified copy of your articles of incorporation, all amendments and mergers (AZ Const. Art. XIV, § 8) and a certificate of existence or document of similar import duly authenticated (within 60 days of delivery to A.C.C.) by the official having custody of corporate records in the state or country under whose laws the corporation is incorporated.

The agent must consent to the appointment by signing the consent.

10. The character of business the foreign corporation initially intends to conduct in Arizona is:

telecommunications

Dated this 27th day of June, 2011

Signature:

[Signature]  
[must be signed by a duly authorized Officer]

Ross Artale, Chief Operating Officer

[print name]

[title]

PHONE

407-740-3035

[optional]

FAX 407-740-0613

[optional]

**ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT**

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 8 day of June, 2011.

by: Lindsey Klemencic  
Signature

Lindsey Klemencic, Assistant Secretary

[Print Name]

National Registered Agents, Inc.

[If signing on behalf of a company serving as statutory agent, print company name here]

**CERTIFICATE OF DISCLOSURE**

A.R.S. §10-202(D) (for-profits and financial institutions) or §10-3202(D) (nonprofits)

Spectrotel, Inc.

EXACT CORPORATE NAME

- A. Has any person (i) who is currently an officer, director, trustee, incorporator, or (ii) (for-profits and financial institutions only) who controls or holds over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation been:
1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
  2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
  3. Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
    - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction; or
    - (b) Involved the violation of the consumer fraud laws of that jurisdiction; or
    - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes \_\_\_\_\_ No X

6. IF YES, the following information **MUST** be attached:

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Full name, prior name(s) and aliases, if used.</li> <li>2. Full birth name.</li> <li>3. Present home address.</li> <li>4. Prior addresses (for immediate preceding 7-year period).</li> <li>5. Date and location of birth.</li> </ol> | <ol style="list-style-type: none"> <li>6. The nature and description of each conviction or judicial action, including the date and location, the court and public agency involved and file or cause number of case.</li> </ol> |
|---|--|

C. Has any person (i) who is currently an officer, director, trustee, incorporator, or (ii) (for-profits and financial institutions only) who controls or holds over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation served in any such capacity or held a twenty per cent interest in any other corporation in any jurisdiction on the bankruptcy or receivership of the other corporation?

Yes \_\_\_\_\_ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Name and address of the other corporation.</li> <li>2. Full name (including aliases) and address of each person involved.</li> <li>3. State(s) in which the other corporation:           <ol style="list-style-type: none"> <li>(a) was incorporated,</li> <li>(b) has transacted business.</li> </ol> </li> </ol> | <ol style="list-style-type: none"> <li>4. Dates of corporate operation.</li> <li>5. Case information for bankruptcy or receivership (date, case number, court).</li> </ol> |
|--|--|

Under penalties of law, the undersigned incorporator(s)/officer(s)/director(s) declare(s) that I(we) have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY [Signature] BY \_\_\_\_\_

PRINT NAME Ross Artale PRINT NAME \_\_\_\_\_

TITLE COO DATE 7/27/2011 TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**ARIZONA CORPORATIONS:** ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days any person becomes an officer, director, trustee or (for-profits or financial institutions) person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in this disclosure, the corporation must file a SUPPLEMENTAL certificate signed by at least one duly authorized officer of the corporation.

**FOREIGN CORPORATIONS:** MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

**FINANCIAL INSTITUTIONS:** MUST BE SIGNED BY TWO (2) DULY AUTHORIZED OFFICERS OR DIRECTORS OF THE CORPORATION.

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SPECTROTEL, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2011.



3185104 8300

110764720

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

*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8865574

DATE: 06-27-11

# Delaware

PAGE 1

## The First State

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

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

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

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

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

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

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

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



3185104 9100H

110764720

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

*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8865573

DATE: 06-27-11

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# Delaware

PAGE 2

*The First State*

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AFORESAID CORPORATION, "SPECTROTEL, INC."



3185104 8100H

110764720

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

  
Jeffrey W. Biffock, Secretary of State  
AUTHENTICATION: 8865573

DATE: 06-27-11

PEORIA TIMES  
7122 N. 59<sup>TH</sup> AVENUE  
GLENDALE, AZ 85301  
623-842-6000

THE FOUNTAIN HILLS TIMES  
16508 E. LASER DRIVE, UNIT  
101

FOUNTAIN HILLS, AZ 85268  
480-837-1925

THE RECORD REPORTER  
1505 N. CENTRAL AVENUE,  
#200  
PHOENIX, AZ 85004  
602-417-9900

THE WALL STREET JOURNAL  
4850 S. PARK AVENUE  
TUCSON, AZ 85726  
214-640-7939

WEST VALLEY VIEW  
1050 E. RILEY DRIVE  
AVONDALE, AZ 85323  
623-535-8439

WICKENBURG SUN  
180 N. WASHINGTON STREET  
WICKENBURG, AZ 85390  
928-684-5454

BULLHEAD CITY BEE  
1905 LAKESIDE DRIVE  
BULLHEAD CITY, AZ 86442  
928-763-9339

KINGMAN DAILY MINER  
3015 STOCKTON HILL RD  
KINGMAN, AZ 86401  
928-753-6397

MOHAVE VALLEY DAILY NEWS  
2435 MIRACLE MILE  
BULLHEAD CITY, AZ 86442-  
7311  
928-763-2505

THE STANDARD  
221 E. BEALE  
KINGMAN, AZ 86401  
928-753-1143

TODAY'S NEWS HERALD  
2225 W. ACOMA BLVD.  
LAKE HAVASU CITY, AZ 86403  
928-453-4237

SOUTHERN UTAH NEWS  
26 N. MAIN  
KANAB, UTAH 84741  
435-644-2900

NAVAJO TIMES  
P.O. BOX 310  
WINDOW ROCK, AZ 86515  
928-671-6641

THE TRIBUNE-NEWS  
P.O. BOX 670  
HOLBROOK, AZ 86025  
928-524-6203

WHITE MOUNTAIN  
INDEPENDENT  
P.O. BOX 1570  
SHOW LOW, AZ 85902  
928-537-5721

AJO COPPER NEWS  
P.O. BOX 39  
AJO, AZ 85321  
520-387-7688

ARIZONA CHINESE AMERICAN  
7328 N. 7<sup>TH</sup> AVENUE  
PHOENIX, AZ 85021  
602-269-3062

ARIZONA DAILY STAR  
P.O. BOX 26887  
TUCSON, AZ 85726  
520-573-4292

ASIAN AMERICAN TIMES  
2011 SOUTH HENKEL CIRCLE  
MESA, AZ 85202  
(480) 839-5139

GREEN VALLEY NEWS AND SUN  
P.O. BOX 567  
GREEN VALLEY, AZ 85622  
520-547-9746

THE DAILY TERRITORIAL  
3280 E. HEMISPHERE LOOP, #180  
TUCSON, AZ 85706  
520-294-1200

THE RECORD REPORTER  
1505 N. CENTRAL AVE., #200  
PHOENIX, AZ 85004  
602-417-9900

THE WALL STREET JOURNAL  
4850 S. PARK AVENUE  
TUCSON, AZ 85726  
214-640-7939

ARIZONA CHINESE AMERICAN  
7328 N. 7<sup>TH</sup> AVENUE  
PHOENIX, AZ 85021  
602-269-3062

ARIZONA CITY INDEPENDENT  
P.O. BOX 2014  
ARIZONA CITY, AZ 85223  
520-466-6277

ASIAN AMERICAN TIMES  
2011 SOUTH HENKEL CIRCLE  
MESA, AZ 85202  
(480) 839-5139

CASA GRANDE DISPATCH  
P.O. BOX 15002  
CASA GRANDE, AZ 85230  
520-836-7461

COOLIDGE EXAMINER  
P.O. BOX 128  
COOLIDGE, AZ 85228  
520-723-5441

COPPER BASIN NEWS  
366 ALDEN ROAD  
KEARNY, AZ 85237  
520-363-5554

ELOY ENTERPRISE  
710 N. MAIN  
ELOY, AZ 85231  
520-466-7333

FLORENCE REMINDER &  
BLADE-TRIBUNE  
190 N. MAIN STREET  
FLORENCE, AZ 85232  
520-868-5397

MARICOPA MONITOR  
P.O. BOX 1347  
MARICOPA, AZ 85239  
520-568-4198

SAN MANUEL MINER  
P.O. BOX 60  
SAN MANUEL, AZ 85631  
520-385-2266

SUPERIOR SUN  
467 MAIN STREET  
SUPERIOR, AZ 85273  
520-363-5554

GREEN VALLEY NEWS AND SUN  
P.O. BOX 567  
GREEN VALLEY, AZ 85622  
520-547-9746

NOGALES INTERNATIONAL  
268 W. VIEW POINT DRIVE  
NOGALES, AZ 85621  
520-375-5760

THE WEEKLY BULLETIN  
3244 HIGHWAY 82  
SONOITA, AZ 85637  
520-455-4776

THE CAMP VERDE JOURNAL  
P.O. BOX 2048  
CAMP VERDE, AZ 86322  
928-567-3341

THE DAILY COURIER  
P.O. BOX 312  
PRESCOTT, AZ 86302  
928-445-3333

THE WALL STREET JOURNAL  
4850 S. PARK AVENUE  
TUCSON, AZ 85726  
214-640-7939

SEDONA RED ROCK NEWS  
298 VAN DEREN  
SEDONA, AZ 86336  
928-282-7795 EXT - 213

VERDE INDEPENDENT  
116 S. MAIN STREET  
COTTONWOOD, AZ 86326  
928-634-2241

THE SUN  
2055 S. ARIZONA AVE  
YUMA, AZ 85364  
928-783-3333

**ARIZONA CORPORATION COMMISSION  
CORPORATIONS DIVISION COVER SHEET**

40

**USE A SEPARATE COVER SHEET FOR EACH DOCUMENT**

ARE YOU FILING:  New Entity  Change to existing entity  Re-submission/Correction

PLEASE COMPLETE ALL APPROPRIATE SECTIONS

Type In Corp/LLC Name: Spectrotel, Inc.

FILING TYPE	REGULAR SERVICE FEE	EXPEDITED SERVICE FEE
<input type="checkbox"/> Articles of Domestication	\$100.00	\$135.00
<input type="checkbox"/> Articles of Incorporation (Profit)	\$ 60.00	\$ 95.00
<input type="checkbox"/> Articles of Incorporation (Non Profit)	\$ 40.00	\$ 75.00
<input type="checkbox"/> Articles of Organization (Limited Liability Company)	\$ 50.00	\$ 85.00
<input checked="" type="checkbox"/> Application For Authority (Business)	\$175.00	\$210.00
<input type="checkbox"/> Application to Conduct Affairs (Non Profit)	\$175.00	\$210.00
<input type="checkbox"/> Application for New Authority	\$175.00	\$210.00
<input type="checkbox"/> Application for Registration	\$150.00	\$185.00
<input type="checkbox"/> Articles of Amendment	\$ 25.00	\$ 60.00
<input type="checkbox"/> Articles of Amendment & Restatement	\$ 25.00	\$ 60.00
<input type="checkbox"/> Articles of Correction	\$ 25.00	\$ 60.00
<input type="checkbox"/> Articles of Merger/Share Exchange	\$100.00	\$135.00
<input type="checkbox"/> Articles of Merger (Limited Liability Company)	\$ 50.00	\$ 85.00
<input type="checkbox"/> Affidavit of Publication	\$ 0.00	\$ 35.00
<input type="checkbox"/> CORPORATIONS - Certified Copies* <small>*If copies are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$5.00 Each ( ) (Enter Quantity)	<input type="checkbox"/> \$40.00 ( ) (Enter Quantity)
<input type="checkbox"/> LLCs - Certified Copies* <small>*If copies are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$10.00 Each ( ) (Enter Quantity)	<input type="checkbox"/> \$45.00 ( ) (Enter Quantity)
<input type="checkbox"/> Good Standing Certificate* <small>*If Good Standing Certificates are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$10.00 Each ( ) (Enter Quantity)	<input type="checkbox"/> \$45.00 ( ) (Enter Quantity)
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Regular Fee	<input type="checkbox"/> Expedite Fee

SELECT PAYMENT TYPE:

DO NOT WRITE YOUR CREDIT CARD NUMBER ON THIS FORM!

- Check                      Check # \_\_\_\_\_                      Check Amount \$ 210.00
- M.O.D. Account              MOD Acct # \_\_\_\_\_                      Mod Amount \$ \_\_\_\_\_
- Cash                                      Cash Amount \$ \_\_\_\_\_
- Credit Card - for in-person filings only                      CC Amount \$ \_\_\_\_\_
- No fee required

Faxed  
Mailed  
Out

SELECT ONE RETURN DELIVERY OPTION:  Mail  Pick Up  Fax # 407, 740-0613

**REQUIRED:** Please list the person or company who will be picking up the completed documents.  
DOCUMENTS WILL BE MAILED IF THEY ARE NOT PICKED UP IN A TIMELY MANNER (APPROXIMATELY TWO WEEKS).

Person or Company Name: Phyllis Miller                      Phone Number: 407-740-3035

Address: \_\_\_\_\_

2600 Maitland Center Parkway, Suite 300

City: Maitland                      State: FL                      Zip: 32751

FOR ARIZONA CORPORATION COMMISSION USE ONLY  
PICK-UP BY: \_\_\_\_\_ DATE: \_\_\_\_\_

View current process times at: [www.azcc.gov/Divisions/Corporations](http://www.azcc.gov/Divisions/Corporations)

# Delaware

PAGE 1

## The First State

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

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3185104 8100H

110764720

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



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8865573

DATE: 06-27-11

# Delaware

PAGE 2

*The First State*

AFORESAID CORPORATION, "SPECTROTEL, INC."



3185104 8100H

110764720

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at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8865573

DATE: 06-27-11

**CERTIFICATE OF INCORPORATION**

**OF**

**PLAN B COMMUNICATIONS, INC.**

(Under Section 102 of the General Corporation Law)

It is hereby certified:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-OF-

PLAN B COMMUNICATIONS, INC.

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

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

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

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

3. Liquidation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Voting Rights.

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

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

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

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

9. Miscellaneous.

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

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

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

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

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

PLAN B COMMUNICATIONS, INC.

By: Richard Yalen  
Richard Yalen, Chief Executive Officer

ATTEST:

Jacob Dayan  
Jacob Dayan, President and Secretary

**CERTIFICATE OF MERGER**

**OF**

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

**INTO**

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

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

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

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

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

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

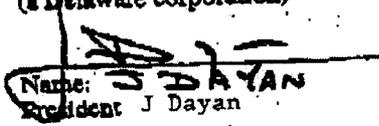
**FOURTH:** The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving constituent entity, which is located at 655 Shrewsbury Avenue, Suite 302, Shrewsbury, New Jersey 07702.

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

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

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

PLAN B COMMUNICATIONS, INC.  
(a Delaware corporation)

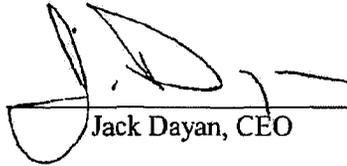
  
Name: J DAYAN  
President J Dayan

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

It is hereby certified that:

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

Signed on Aug. 6, 2002

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

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 08/12/2002  
020513998 - 3185104

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATE OF CHANGE OF REGISTERED OFFICE  
AND/OR REGISTERED AGENT**

**OF**

**SPECTROTEL, INC.**

**It is hereby certified that:**

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

**Dated: May 2, 2003.**

  
**Joseph Dagan, President**

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

**ATTACHMENT B**

**TARIFFS**

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

**ATTACHMENT B1**

Proposed Local and Long Distance Tariff

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LOCAL & INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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ARIZONA  
LOCAL EXCHANGE  
AND  
INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF  
OF  
**SPECTROTEL, INC.**  
**d/b/a OneTouch Communications**  
**d/b/a Touch Base Communications**

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange and interexchange telecommunications services provided by Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications with principal offices at 3535 State Highway 66, Suite 7, Neptune, NJ 07753 for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: October 17, 2011

Effective: .

By:

Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07753

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**CHECK SHEET**

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

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Title	Original	*	15	Original	*	41	Original
1	Original	*	16	Original	*	42	Original
2	Original	*	17	Original	*	43	Original
3	Original	*	18	Original	*	44	Original
4	Original	*	19	Original	*	45	Original
5	Original	*	20	Original	*	46	Original
6	Original	*	21	Original	*	47	Original
1	Original	*	22	Original	*	48	Original
2	Original	*	23	Original	*	49	Original
3	Original	*	24	Original	*	50	Original
4	Original	*	25	Original	*	51	Original
5	Original	*	26	Original	*	52	Original
1	Original	*	27	Original	*	53	Original
2	Original	*	28	Original	*	54	Original
3	Original	*	29	Original	*	55	Original
4	Original	*	30	Original	*	56	Original
5	Original	*	31	Original	*	57	Original
6	Original	*	32	Original	*	58	Original
7	Original	*	33	Original	*	59	Original
8	Original	*	34	Original	*	60	Original
9	Original	*	35	Original	*	61	Original
10	Original	*	36	Original	*	62	Original
11	Original	*	37	Original	*	63	Original
12	Original	*	38	Original	*	64	Original
13	Original	*	39	Original	*	65	Original
14	Original	*	40	Original	*	66	Original

\* - indicates those pages included with this filing

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**CHECK SHEET, (Cont'd.)**

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67	Original	*		
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**EXPLANATION OF SYMBOLS**

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.

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications and interexchange services by Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, hereinafter referred to as the Company, to Customers within the state of Arizona. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Spectrotel, Inc. at 3535 State Highway 66, Suite 7, Neptune, NJ 07753.

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - DEFINITIONS**

**Advance Payment** - Payment of all or part of a charge required before the start of service.

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

**Authorized User** - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

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

**Commission** - Arizona Corporation Commission.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public

**Company** - Refers to Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, the issuer of this tariff.

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

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

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

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

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Customer's interexchange carrier of choice. Presubscribed Customers may also access their interexchange carrier of choice by dialing an access code supplied by that carrier.

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

**Individual Case Basis (ICB)** - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

**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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

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

**Local Calling** - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

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

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

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

**PIN** - Personal Identification Number. See Authorization Code.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

**Point of Presence ("POP")** - Point of Presence

**Premises** - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

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

**Service** - Any means of service offered herein or any combination thereof.

**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 or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Services** - The Company's telecommunications services offered on the Company's network.

**Shared Inbound Calls** - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

**Station** - The network control signaling unit and any other equipment provided at the Customer's premises that enables the Customer to establish communications connections and to effect communications through such connections.

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

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

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

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

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

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

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

**2.1.2 Shortage of Equipment or Facilities**

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.1.3 Terms and Conditions**

- A. **Minimum Period** - Service is provided on a term basis only. The minimum term period is one (1) month, unless otherwise specified in this tariff or mutually agreed upon by contract.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this tariff; or
  - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the state of Arizona regardless of its choice of laws provision.
- F. Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

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

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

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

**D. (Cont'd.)**

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

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---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

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

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H.** **Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

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

**I. With respect to Emergency Number 911 Service:**

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

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

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

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

**2.1.5 Notification of Service-Affecting Activities**

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.1.6 Provision of Equipment and Facilities**

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

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

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

**2.1.7 Non-routine Installation**

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.1.8 Special Construction**

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

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

**2.1.9 Ownership of Facilities**

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.2 Prohibited Uses**

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer**

**2.3.1 General**

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

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.3.1 General, (Cont'd.)**

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the negligent or intentional acts of the Company.
  
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party, pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

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

**2.4.2 Station Equipment**

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.3 Interconnection of Facilities**

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.4 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.5.2 Billing and Collection of Charges**

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

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

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

- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F. The Customer will be assessed a *maximum* charge of thirty-five (\$35.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor. See Section 10 for current charges.
- G. If service is discontinued by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.5.3 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. Claims should be submitted to:

Customer Service Department  
Spectrotel, Inc.  
3535 State Highway 66, Suite 7  
Neptune, NJ 07753  
(888) 773-9722 (Bus)  
(888) 700-5850 (Res)

- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission. The address of the Commission is as follows:

Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007  
(602) 542-4251  
(800) 222-7000  
<http://www.azcc.gov/divisions/utilities/consumerservices.asp>

- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late payment penalties as specified in Section 2.5.2.E will apply.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.5.4 Advance Payments**

The Company does not require advanced payments.

**2.5.5 Deposits**

The Company does not require a deposit from a new Customer for residential service if the Customer is able to meet any of the following requirements:

- A. The Customer has had continuous telephone service of a comparable nature with Company at another service location within the past two (2) years and was not delinquent in payment more than once during the last twelve (12) consecutive months or disconnected for non-payment.
- B. The Customer can produce a letter regarding credit or verification from another Carrier where service of a comparable nature was last received which states:
  - 1. The Customer had a timely payment history at time of service discontinuation;
  - 2. Applicant has no outstanding liability from prior service.
- C. In lieu of a deposit, a new applicant may provide a Letter of Guarantee from an existing Customer with service who is acceptable to the Company or a surety bond as a security for the Company.

The Company may require a residential Customer to establish a deposit if the Customer becomes delinquent in the payment of two or more bills within a twelve (12) consecutive month period or has been disconnected for service during the last twelve (12) months.

The Company may review the Customer's usage after service has been disconnected and adjust the deposit amount based upon the Customer's actual usage.

The amount of a deposit required by the Company shall be determined according to the following terms.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.5.5 Deposits, (Cont'd.)**

The residential Customer's deposit shall not exceed two (2) times that Customer's estimated average monthly bill or the average monthly bill for the Customer's class for that Customer, whichever is greater.

The business Customer deposits shall not exceed two and a half (2½) times that Customer's estimated maximum monthly bill.

The deposit will bear simple interest at six (6) percent a year payable on the actual amount on deposit with the Company.

The Company will refund the deposit to the Customer with accrued interest after twelve (12) months of service if the Customer has not been delinquent in the payment of the bills during this twelve (12) month period.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.6 Discontinuance of Service**

- 2.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.6.3 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.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

- 2.6.4** Upon Customer insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.6.5** Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.6.6** In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- 2.6.7** Upon Company discontinuance of service to the Customer under Section 2.6.1. or 2.6.2 above, the Company, 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, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- 2.6.8** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- 2.6.9** Without notice in the event of tampering with the equipment or services furnished by the Company.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.7 Cancellation of Application for Service**

- 2.7.1** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2** 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 incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.7.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4** The special charges described in 2.7.1 through 2.7.3 above, will be calculated and applied on a case-by-case basis.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.9 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with, the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.9.1 for the part of the service that the interruption affects.

**2.9.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.9.2 Limitations of Allowances**

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

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to Customer failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.9.3 Use of Another Means of Communications**

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

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

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

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

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

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 1 hour	None
1 hour up to but not including 6 hours	¼ Day
6 Hours up to but not including 12 hours	½ Day
12 hours up to but not including 24 hours	One Day

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

Interruptions over 24 hours and less than 72 hours will be credited 1/2 day for each 12-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**F. Interruptions Over 72 Hours**

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.9.5 Cancellation For Service Interruption**

For services provided under a term agreement, cancellation or termination of service prior to the expiration of the term for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

**2.10 Use of Customer Service by Others**

**2.10.1 Joint Use Arrangements**

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

**2.11 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.12 Cancellation of Service/Termination Liability**

The Customer must give a thirty (30) day advance notice to the Company to cancel service. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.9.1 above), the Customer agrees to pay to the applicable Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

**2.12.1 Termination Liability**

The Customer may cancel service without termination liability at the end of the term of the agreement by providing written notice at least 30 days prior to the end of the term of the intent to do so. The Customer's termination liability for cancellation of service prior to the end of the initial or any renewal term shall be equal to:

- A. all unpaid nonrecurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. 90% of the Monthly Recurring Charge for the service under the term agreement, multiplied by the number of lines, multiplied by the months remaining in the term agreement.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.13 Transfers and Assignments**

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

- 2.13.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.13.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.13.3** pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.14 Customer Liability for Unauthorized Use of the Network**

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

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

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

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

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

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.15 Notices and Communications**

**2.15.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.

**2.15.2** 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.

**2.15.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**2.15.4** 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.

**2.16 Taxes, Fees and Surcharges**

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

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.16.1 Arizona Universal Service Fund (AUSF)**

In addition to all other taxes and fees that are listed herein or passed through in the normal course of business (e.g. sales tax), the Company shall also add an amount to be collected to each bill for recovery of the Arizona Universal Service Fund (AUSF).

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Arizona Corporation Commission has created support mechanisms to assist in the provision of such service in high-cost areas. Pursuant to Arizona Administrative Code, R14-2, Article 12, the Rule directs that the surcharge will be levied on all telecommunications service purchased by end-users.

The Arizona Universal Service Fund (AUSF) surcharge will be the amount set forth in the Arizona Administrative Code, R14-2, Article 12. The percentage and amounts set forth will be subject to periodic adjustment by the Commission.

**2.17 Miscellaneous Provisions**

**2.17.1 Telephone Number Changes**

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

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

**2.17.2 Maintenance and Operations Records**

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

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**SECTION 3.0 - SERVICE AREAS**

**3.1 Exchange Service Areas**

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

- 1) Qwest Communications, Inc.

**3.2 Rate Groups**

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customer's End Office. The Company will mirror the Rate Groups and local calling areas of the incumbent LEC.

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES**

**4.1 Service Order and Change Charges**

**4.1.1 General**

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

**4.1.2 Nonrecurring Charges**

	<b>Maximum Rate</b>	
	<b>Business</b>	<b>Residential</b>
New Installation Charge, per line:		
Initial Line:	\$85.00	\$55.00
Additional Line, each:	\$85.00	\$55.00
Change Charges, per order		
Change type or class of service:	\$55.00	\$20.00

**4.2 Restoral Charge**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment, but before cancellation of the service.

	<b>Maximum Rate</b>	
	<b>Business</b>	<b>Residential</b>
Restoration, per account:	\$32.00	\$32.00

**4.3 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises.

	<b>Maximum Rate</b>	
	<b>Business</b>	<b>Residential</b>
Premises Visit Charge, per Visit:	\$160.00	\$160.00
Premises Work Charge Initial 30 minutes:	\$160.00	\$160.00
Each additional 15 minutes or fraction:	\$ 90.00	\$ 90.00
Trouble Isolation Charge	\$150.00	\$140.00

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (Cont'd.)**

**4.4 Carrier Presubscription**

**4.4.1 General**

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

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

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select a carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company or no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (Cont'd.)**

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

**4.4.3 Rules and Regulations**

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

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

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

**4.4.4 Presubscription Procedures**

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

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

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

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (Cont'd.)**

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

**4.4.5 Presubscription Charges**

**A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, a Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Nonrecurring Charges**

	<b>Maximum Rate</b>
Per business or residence line	
Electronic Request	\$2.50
Manual Request	\$11.00

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (Cont'd.)**

**4.5 Public Telephone Surcharge**

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

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

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

	<b>Maximum Rate</b>
Rate Per Call:	\$0.60

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**SECTION 5 – LOCAL EXCHANGE SERVICES**

**5.1 General**

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

**5.1.1 Application of Business and Residential Rates**

**A. General**

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

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**SECTION 5 – LOCAL EXCHANGE SERVICES, (Cont'd.)**

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

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

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

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

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

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

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**SECTION 5 – LOCAL EXCHANGE SERVICES, (Cont'd.)**

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

**5.1.2 Emergency Services Calling Plan**

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

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

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

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**SECTION 5 – LOCAL EXCHANGE SERVICES, (Cont'd.)**

**5.2 Charges Based on Duration of Use**

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

- 5.2.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

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**SECTION 5 – LOCAL EXCHANGE SERVICES, (Cont'd.)**

**5.3 Basic Local Exchange Service**

**5.3.1 General**

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

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

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

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

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

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**SECTION 5 – LOCAL EXCHANGE SERVICES, (Cont'd.)**

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

**5.3.2 Business Local Exchange Service**

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

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

Calling features are available at the rates set forth in Section 6 of this tariff. Long distance and intraLATA toll usage will be billed at per-minute rates, as found in Section 7 of this tariff.

**A. Individual Line Business Flat Rate Service**

1. Description

Under this service offering, the Customer pays a flat monthly rate, as specified in (2) below, which includes unlimited local calling within the local calling area. Nonrecurring charges may also apply, as specified in Section 4.

2. Rates and Charges

	<b>Maximum Rate</b>
	Monthly Recurring
Per line	\$60.00

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**SECTION 5 – LOCAL EXCHANGE SERVICES, (Cont'd.)**

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

**5.3.3 Residential Local Exchange Service**

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

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

Residential Service is offered on a flat rate basis. Under the standard flat rate offering, the Customer pays a flat monthly rate, which includes unlimited local calling within the local calling area. Calling features are available upon request at the rates set forth in Section 6 of the tariff. Long distance and intraLATA toll usage will be billed at per-minute rates, as found in Section 7 of this tariff.

**A. Individual Line Flat Rate Residential Service**

1. Description

Under this service offering, the Customer pays a flat monthly rate, as specified in (2) below, which includes unlimited local calling within the local calling area. Nonrecurring charges may also apply, as specified in Section 4.

2. Rates and Charges

	<b>Maximum Rate Monthly Recurring</b>
Initial Line	\$26.00
Each Additional Line	\$21.00

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## SECTION 6 – SUPPLEMENTAL SERVICES

### 6.1 Custom Calling Features

#### 6.1.1 General

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

#### 6.1.2 Description of Features

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

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

**Call Forwarding** - Allows incoming call to be automatically transferred to another telephone number specified by the Customer. The feature is activated by the Customer entering a specified code on their handset and entering the telephone number to which calls will be transferred.

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

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

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

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

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

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

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

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont'd.)**

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

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

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

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

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

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

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

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

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont'd.)**

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

**6.1.3 Rates and Charges**

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

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

<b>Custom Calling Feature</b>	<b>Maximum</b>	
	<b>Monthly Recurring Charge</b>	
	<b>Business</b>	<b>Residential</b>
Anonymous Call Rejection	\$11.00	\$11.00
Call Blocker	\$11.00	\$11.00
Call Forwarding	\$7.00	\$1.30
Call Return	\$8.00	\$10.00
Call Waiting	\$16.00	\$10.00
Call Waiting ID	\$16.00	\$10.00
Caller ID	\$20.00	\$18.00
Caller ID with Name	\$20.00	\$18.00
Personalized Ring 1 Number	\$16.00	\$10.00
Personalized Ring 2 Numbers	\$11.00	\$5.00
Personalized Ring 3 Numbers	\$11.00	\$5.00
Priority Call	\$8.00	\$6.00
Remote Access to Call Forwarding	\$18.00	\$12.00
Repeat Dialing	\$10.00	\$8.00
Speed Calling 8	\$8.00	\$6.20
Speed Calling 30	\$11.00	\$9.00
Three-Way Calling	\$11.00	\$9.00

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont'd.)**

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

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

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

<b>Custom Calling Feature</b>	<b>Maximum Rate Per Use</b>
Call Return	\$1.50
Repeat Dialing	\$1.50
Three Way Calling	\$1.50
Call Trace	\$1.50

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont'd.)**

**6.2 Directory Assistance Service**

**6.2.1 General**

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

**6.2.2 Regulations**

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

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

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont'd.)**

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

**6.2.3 Rates**

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

	<b>Maximum Rate</b>
Local and IntraLATA DA, Per Call	
Direct Dialed	\$2.30
Operator Assisted	\$6.90
National DA, Per Call	\$5.00

**6.2.4 Call Completion**

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

There are no allowances for Directory Assistance Call Completion.

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont'd.)**

**6.3 Operator Services**

**6.3.1 General**

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

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

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

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

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

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont'd.)**

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

**6.3.2 Busy Line Verification and Interrupt Service**

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

A Verification Charge will apply when:

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

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

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

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

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont'd.)**

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

**6.3.3 Rates**

**A. Local and IntraLATA Operator Service Rates**

1. Usage Charges

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

2. Per Call Service Charges

	<b>Maximum Per Call</b>
Calling Card (mechanized)	\$4.00
Calling Card (operator assisted)	\$6.00
Station-to-Station (partially assisted)	\$4.60
Station-to-Station (fully assisted)	\$7.60
Person-to-Person (partially assisted)	\$9.00
Person-to-Person (fully assisted)	\$12.00

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

	<b>Maximum Per Request</b>
Busy Line Verification	\$6.00
Busy Line Interrupt	\$12.00

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont'd.)**

**6.4 Directory Listing Service**

**6.4.1 General Terms and Conditions**

- A. The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- B. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- C. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- D. Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdrew any listing which is found to be in violation of it s rules with respect thereto.
- E. In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont'd.)**

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

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

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

**6.4.2 Listings**

**A. Primary Listing**

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

**B. Additional Listings**

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

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

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont’d.)**

**6.4 Directory Listing Service, (Cont’d.)**

**6.4.2 Listings, (Cont’d.)**

**C. Nondirectory Listed Service**

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

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

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

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

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

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont'd.)**

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

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

**D. Nonpublished Service**

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

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

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

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

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**SECTION 6 – SUPPLEMENTAL SERVICES, (Cont'd.)**

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

**6.4.3 Rates**

**A. Monthly Recurring Charges**

	<b>Maximum Rate</b>	
	<b>Business</b>	<b>Residential</b>
Additional Listing, per listing:	\$9.50	\$3.70
Non-Published, per line	\$4.70	\$3.80
Non-Listed Service, per listing:	\$3.70	\$3.00

**B. Nonrecurring Charges**

	<b>Maximum Rate</b>	
	<b>Business</b>	<b>Residential</b>
Additional Listing, per listing:	\$5.00	\$5.00
Non-Published, per line	\$5.00	\$5.00
Non-Listed Service, per listing:	\$5.00	\$5.00

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**SECTION 7 – LONG DISTANCE SERVICES**

**7.1 Outbound Services**

**7.1.1 IntraLATA Switched Service**

IntraLATA Switched Service is an outbound calling plan available to Customers who presubscribe to any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

	<b>Maximum Rate</b>
Residential - Per Minute Rate:	\$0.30
Business – Per Minute Rate:	\$0.30

**7.1.2 InterLATA Toll Service**

InterLATA Toll Service is a switched outbound plan available to Customers who presubscribe to any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

	<b>Maximum Rate</b>
Residential - Per Minute Rate:	\$0.30
Business – Per Minute Rate:	\$0.30

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**SECTION 7 – LONG DISTANCE SERVICES, (Cont'd.)**

**7.2 Toll Free Services**

**7.2.1 Switched Toll Free Service**

Switched Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of eighteen (18) seconds. A Monthly Recurring Charge applies in addition to usage rates.

	<b>Maximum Rate</b>
Per Minute Rate:	\$0.30
Monthly Recurring Charge:	\$20.00

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**SECTION 7 – LONG DISTANCE SERVICES, (Cont'd.)**

**7.3 Calling Card Service**

Calling Card Service is available to Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. A one-time charge for card set-up applies. There is no per call charge.

	<b>Maximum Rate</b>
Per Minute Rate:	\$0.24
Set Up Charge:	\$3.98

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**SECTION 8 – SPECIAL ARRANGEMENTS**

**8.1 Special Construction**

**8.1.1 Basis for Charges**

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

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of A. B., and C.

**8.1.2 Basis for Cost Computation**

The costs referred to in 8.1.1 preceding may include one or more of the following items to the extent they are applicable:

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

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**SECTION 8 – SPECIAL ARRANGEMENTS, (Cont'd.)**

**8.1 Special Construction, (Cont'd.)**

**8.1.3 Termination Liability**

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
  - 2. license preparation, processing, and related fees;
  - 3. tariff preparation, processing and related fees;
  - 4. cost of removal and restoration, where appropriate; and
  - 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 8.1.3.B preceding shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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**SECTION 8 – SPECIAL ARRANGEMENTS, (Cont'd.)**

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

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

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

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

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**SECTION 9 – PROMOTIONAL OFFERINGS**

**9.1 General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall file promotions with the Commission for tariff approval prior to offering service at promotional rates

**9.2 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month.

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**SECTION 10 – CURRENT PRICE LIST**

**Return Check Charge** (Section 2.5.2)

Per Returned Check \$25.00

**Service Order and Change Charges** (Section 4.1)

	<b>Business</b>	<b>Residence</b>
New Installation Charge, per line:		
Initial Line:	\$42.50	\$27.50
Additional Line, each:	\$42.50	\$27.50
Change Charges, per order		
Change type or class of service:	\$27.50	\$10.00

**Restoral Charge** (Section 4.2)

	<b>Business</b>	<b>Residence</b>
Restoration, per account:	\$16.00	\$16.00

**Premises Visit Charge** (Section 4.3)

	<b>Maximum Rate</b>	
	<b>Business</b>	<b>Residential</b>
Premises Visit Charge, per Visit:	\$95.00	\$95.00
Premises Work Charge Initial 30 minutes:	\$95.00	\$95.00
Each additional 15 minutes or fraction:	\$45.00	\$45.00
Trouble Isolation Charge	\$95.00	\$95.00

**Carrier Presubscription Nonrecurring Charges** (Section 4.4)

Per business or residence line	
Electronic Request	\$1.25
Manual Request	\$5.50

**Public Telephone Surcharge** (Section 4.5)

Rate Per Call: \$0.60

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**SECTION 10 – CURRENT PRICE LIST, (Cont'd.)**

**Basic Local Exchange Service (Section 5.3)**

<u>Individual Line Flat Rate Service</u>	<b>Monthly Recurring Charge</b>	
	<b>Business</b>	<b>Residential</b>
Initial Line	\$30.40	\$13.18
Each Additional Line	\$30.40	\$10.40

**Custom Calling Features (Section 6.1)**

<b>Custom Calling Feature</b>	<b>Monthly Recurring Charge</b>	
	<b>Business</b>	<b>Residential</b>
Anonymous Call Rejection	\$5.50	\$5.50
Call Blocker	\$5.50	\$5.50
Call Forwarding	\$3.50	\$0.65
Selective Call Forwarding	\$4.35	\$4.25
Call Return	\$3.85	\$4.90
Call Waiting	\$8.00	\$4.80
Call Waiting ID	\$8.00	\$4.80
Caller ID	\$9.95	\$9.00
Caller ID with Name	\$9.95	\$9.00
Personalized Ring 1 Number	\$7.45	\$4.80
Personalized Ring 2 Numbers	\$5.25	\$2.50
Personalized Ring 3 Numbers	\$5.25	\$2.50
Priority Call	\$3.75	\$2.80
Remote Access to Call Forwarding	\$9.00	\$6.00
Repeat Dialing	\$4.35	\$4.00
Speed Calling 8	\$3.85	\$3.10
Speed Calling 30	\$5.50	\$4.50
Three-Way Calling	\$5.45	\$4.35

<b>Custom Calling Feature</b>	<b>Rate Per Use</b>
Call Return	\$0.75
Repeat Dialing	\$0.75
Three Way Calling	\$0.75
Call Trace	\$2.00

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**SECTION 10 – CURRENT PRICE LIST, (Cont'd.)**

**Directory Assistance Service (Section 6.2)**

Local and IntraLATA DA, Per Call	
Direct Dialed	\$1.15
Operator Assisted	\$3.45
National DA, Per Call	\$2.49

**Local and IntraLATA Operator Service Rates (Section 6.3)**

Usage charges will be billed at the rate in effect for the presubscribed service plan purchased by the Customer.

	<u>Per Call</u>
Calling Card (mechanized)	\$2.00
Calling Card (operator assisted)	\$3.00
Station-to-Station (partially assisted)	\$2.30
Station-to-Station (fully assisted)	\$3.80
Person-to-Person (partially assisted)	\$4.50
Person-to-Person (fully assisted)	\$6.00

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

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

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**SECTION 10 – CURRENT PRICE LIST, (Cont'd.)**

**Directory Listing Service (Section 6.4)**

<b>A. Monthly Recurring Charge</b>	<b>Business</b>	<b>Residential</b>
Additional Listing, per listing:	\$4.75	\$1.85
Non-Published, per line	\$2.35	\$1.90
Non-Listed Service, per listing:	\$1.85	\$1.50

<b>B. Non-recurring Charge</b>	<b>Business</b>	<b>Residential</b>
Additional Listing, per listing:	\$0.00	\$0.00
Non-Published, per line	\$0.00	\$0.00
Non-Listed Service, per listing:	\$0.00	\$0.00

**Long Distance Outbound Services (Section 7.1)**

<b>A. IntraLATA Switched Service</b>	
Residential - Per Minute Rate:	\$0.15
Business – Per Minute Rate:	\$0.15

<b>B. InterLATA Toll Service</b>	
Residential - Per Minute Rate:	\$0.15
Business – Per Minute Rate:	\$0.15

**Toll Free Service (Section 7.2)**

Per Minute Rate:	\$0.15
Monthly Recurring Charge:	\$10.00

**Calling Card Service (Section 7.3)**

Per Minute Rate:	\$0.12
Set Up Charge:	\$1.99

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

**ATTACHMENT B2**

Proposed Access Tariff

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**ACCESS SERVICES TARIFF**

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**ARIZONA ACCESS SERVICES TARIFF**  
**OF**  
**SPECTROTEL, INC.**  
**d/b/a OneTouch Communications**  
**d/b/a Touch Base Communications**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Spectrotel, Inc. within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 3535 State Highway 66, Suite 7, Neptune, NJ 07753.

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**ACCESS SERVICES TARIFF**

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**CHECK SHEET**

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

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

\*Indicates pages submitted with most recent filing.

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**ACCESS SERVICES TARIFF**

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**CHECK SHEET, (CONT'D.)**

<b>SHEET</b>	<b>REVISION</b>
61	Original*
62	Original*
63	Original*
64	Original*
65	Original*
66	Original*
67	Original*
68	Original*
69	Original*
70	Original*
71	Original*
72	Original*
73	Original*
74	Original*

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**ACCESS SERVICES TARIFF**

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**ACCESS SERVICES TARIFF**

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**SYMBOLS**

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

- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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**ACCESS SERVICES TARIFF**

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**TARIFF FORMAT**

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

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

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

- 2.
- 2.1
- 2.1.1
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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

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**ACCESS SERVICES TARIFF**

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**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

**Access Code:** A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

**Access Service:** Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

**Access Service Request (ASR):** The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

**Access Tandem:** An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

**Carrier or Common Carrier:** See Interexchange Carrier or Exchange Carrier.

**Co-Carrier:** Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

**Commission:** The Arizona Corporation Commission.

**Common Channel Signaling (CCS):** A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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**ACCESS SERVICES TARIFF**

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

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

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

**Customer:** The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

**800 Data Base Access Service:** The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this tariff to describe this service.

**End User:** Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

**Entrance Facility:** A trunk facility connecting the Customer's point of presence with the local switching center.

**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

**Firm Order Confirmation (FOC):** Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

**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.

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**ACCESS SERVICES TARIFF**

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

**Interexchange Carrier (IXC) or Interexchange Common Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

**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.

**Line Information Data Base (LIDB):** The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

**Local Access:** The connection between a Customer's premises and a point of presence of the Exchange Carrier.

**Local Switching Center:** The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

**Meet Point:** A point of interconnection that is not an end office or tandem.

**Meet Point Billing:** The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff or tariff.

**Mobile Telephone Switching Office:** Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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**ACCESS SERVICES TARIFF**

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

**Mutual Traffic Exchange:** A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

**Network Services:** The Company's telecommunications Access Services offered on the Company's Network.

**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 active condition of Switched Access or a telephone exchange service line.

**On-Hook:** The idle condition of switched access or a telephone exchange service line.

**Out of Band Signaling:** An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

**Point of Presence:** Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

**Premises:** The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

**Presubscription:** An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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**ACCESS SERVICES TARIFF**

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

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

**Service Order:** The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

**Service(s):** The Company's telecommunications Access Services offered on the Company's Network.

**Signaling Point of Interface:** The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

**Signaling System 7 (SS7):** The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

**Switched Access Service:** Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

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

**Wireless Provider:** Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company's services offered pursuant to this tariff are furnished for Switched Access Service. The Company may offer these services over its own or leased facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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**ACCESS SERVICES TARIFF**

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

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

**2.1.3 Terms and Conditions**

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, 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.
- B. 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.C below.
- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of 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 excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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**ACCESS SERVICES TARIFF**

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

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

**2.1.4 Liability of the Company**

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act 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, 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.

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**ACCESS SERVICES TARIFF**

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

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

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

- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, 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 the Company's liability, if any, shall be limited as provided herein.
  
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any 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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**ACCESS SERVICES TARIFF**

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

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

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

- D. 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 the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, 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 any installation or equipment 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 2.1.4.F as a condition precedent to such installations.

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**ACCESS SERVICES TARIFF**

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

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

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

- G. The Company shall not be liable for any defacement of or damage to Customers 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 the 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.
  
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, 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 or 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.
  
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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**ACCESS SERVICES TARIFF**

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

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

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

- J. 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 the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. 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.

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**ACCESS SERVICES TARIFF**

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

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

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

- M. 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, materials and supplies, for interconnecting 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 such 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 the 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.

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**ACCESS SERVICES TARIFF**

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

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

**2.1.5 Notification of Service-Affecting Activities**

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

**2.1.6 Provisions of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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

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

**2.1.6 Provisions of Equipment and Facilities, (Cont'd.)**

- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

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

**2.1.6 Provisions of Equipment and Facilities, (Cont'd.)**

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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

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

**2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in 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 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

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

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

**2.1.8 Special Construction, (Cont'd.)**

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

**2.1.9 Ownership of Facilities**

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

**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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**ACCESS SERVICES TARIFF**

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

**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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in 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 Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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

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

**2.3.1 The Customer shall be responsible for: (Cont'd.)**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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

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

**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 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 of 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 the Customer, its employees, agents, representatives or invitees;
- 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 the Customer and the Company.

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

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

**2.3.3 Jurisdictional Report Requirements**

**A. Jurisdictional Reports**

1. Percent Interstate Usage (PIU)

(a) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.

(b) When a customer initially orders Switched Access service, the customer shall state in its order the Percentage Interstate Usage (PIU) on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

FGA  
FGB  
FGD  
500  
700 Service Access  
8XX Toll Free  
900  
Entrance Facilities  
Dedicated Interoffice Channel  
Channelization Equipment

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

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

**2.3.3 Jurisdictional Report Requirements, (Cont'd.)**

**A. Jurisdictional Reports, (Cont'd.)**

**1. Percent Interstate Usage (PIU), (Cont'd.)**

**(b) (Cont'd.)**

For FGA, FGB, FGD, 500, 700, 8XX Toll Free, and 900, this PIU will be applicable to all flat and minute of use based rate elements, as applicable. In the event the customer does not supply the projected PIU and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIU of 50 percent will be applied.

The PIU factor provided for flat-rated services shall reflect the combination of all traffic types which transverse such facility category.

Additionally, upon employing the 700 Access Code over FGD, the customer must provide the Telephone Company the PIU for the 700 calls. A PIU of less than 100 percent is not allowed in those LATAs where the service is not also available as an intrastate access service.

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

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

**2.3.3 Jurisdictional Report Requirements, (Cont'd.)**

**A. Jurisdictional Reports, (Cont'd.)**

1. Percent Interstate Usage (PIU), (Cont'd.)

(b) (Cont'd.)

Each quarter the customer shall furnish to the Telephone Company a report of the PIU on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

FGA  
FGB  
FGD Terminating  
500  
700 Service Access  
8XX Toll Free  
900  
Entrance Facilities  
Dedicated Interoffice Channel  
Channelization Equipment

The customer shall compute the PIU using the following formula (rounded to a whole percentage).

Total Interstate Originating Minutes	+	Total Interstate Terminating Minutes
Total Originating Minutes	+	Total Terminating Minutes

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

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

**2.3.3 Jurisdictional Report Requirements, (Cont'd.)**

**A. Jurisdictional Reports, (Cont'd.)**

1. Percent Interstate Usage (PIU), (Cont'd.)

(c) When the customer computes the PIU it shall subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages shall equal 100 percent.

2. For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate FGA and/or FGB information reported as set forth in 1 preceding will be used to determine the charges as follows:

(a) For all groups, the number of access minutes (either the measured minutes or the assumed minutes) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the projected interstate access minutes for the group will be the developed intrastate access minutes.

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

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

**2.3.3 Jurisdictional Report Requirements, (Cont'd.)**

**A. Jurisdictional Reports, (Cont'd.)**

3. When a customer initially orders FGD, the customer shall state in its order the Percentage Interstate Usage (PIU). When a customer orders FGD, 500, 8XX Toll Free or 900, the Telephone Company, where the jurisdiction can be determined from the call detail, will determine the interstate percentage as follows. For originating access minutes, the interstate percentage will be developed on a monthly basis by end office when the FGD, 500, 8XX Toll Free or 900 access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. When originating call details are insufficient to determine the jurisdiction for the call, the customer shall supply the projected interstate percentage or authorize the Telephone Company to use the Telephone Company developed percentage. In the event the customer does not supply the projected PIU and the Telephone Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Telephone Company as the interstate percentage for such call detail.

As indicated herein, the customer must supply the interstate PIU on a statewide, LATA or billing account number level for terminating FGD service. The PIU supplied shall be on a local exchange company specific basis. All customers must supply the interstate PIU for terminating FGD service following the criteria set forth in this tariff. The Telephone Company will designate the number obtained by subtracting the interstate percentage for originating and terminating access minutes calculated by the Telephone Company from 100 (100 - Telephone Company calculated projected interstate percentage ' intrastate percentage) as the projected intrastate percentage of use. A PIU of less than 100 percent is not allowed in those LATAs where the interstate service is not also available in the appropriate intrastate access tariff.

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

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

**2.3.3 Jurisdictional Report Requirements, (Cont'd.)**

**A. Jurisdictional Reports, (Cont'd.)**

4. For usage originating from or terminating to an end office that is located in a state that is part of a LATA of a different state (cross boundary), the customer shall provide a statewide PIU per service type for the state where the end office is physically located. The Telephone Company will apply this state level PIU when the call detail is insufficient to determine the appropriate jurisdiction of the call. In the event the customer does not supply the projected state level PIU and the Telephone Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Telephone Company as the interstate percentage for such call detail.
5. For Billing Name and Address for ANI service, the customer shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Telephone Company thereafter. The Billing Name and Address for ANI PIU factor shall be reported as required herein.

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

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

**2.3.3 Jurisdictional Report Requirements, (Cont'd.)**

**A. Jurisdictional Reports, (Cont'd.)**

6. Effective on the first of January, April, July and October of each year the customer shall update the interstate and intrastate jurisdictional report, except where Telephone Company Measured Access minutes are used as set forth in 3. preceding. The customer shall forward to the Telephone Company, to be received no later than 30 days after the first of each such month, a revised report or letter for all services showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the customer does not supply an updated quarterly report or letter, the Telephone Company will assume percentages to be the same as those provided in the last quarterly report or letter accepted by the Telephone Company. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Telephone Company will assume the PIU factors to be the most recent audited results. For those cases in which a quarterly report or letter has never been received from the customer, the Telephone Company will assume the PIU factors to be the most recent audit results, to be the same as provided in the order for service if no audit has been performed, or 50 percent.
  
7. The customer may also report Percent Intrastate InterLATA (PIL) and Percent Common Line (PCL) factors. In the event the customer does not supply the projected PIL, and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIL of 75 percent will be applied. In the event the customer does not supply the projected PCL, then a PCL of 100 percent will be applied.

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

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

**2.3.3 Jurisdictional Report Requirements, (Cont'd.)**

**B. Jurisdictional Report Verification**

1. When a customer provides a projected interstate usage percent as set forth preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for Access, the Telephone Company may, by written request, require the customer to provide the data the customer used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The customer shall supply the data to an independent auditor or the Telephone Company within 30 days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth following and upon request of the Telephone Company make the records available for inspections at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Telephone Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Telephone Company.

Changes to the reported PIU will not be made for the test period. If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the customer will be in violation of this tariff and subject to the remedies described herein.

2. Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Telephone Company and customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Telephone Company and customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

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

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

**2.3.3 Jurisdictional Report Requirements, (Cont'd.)**

**B. Jurisdictional Report Verification, (Cont'd.)**

3. Audits may be conducted by: (a) an independent auditor under contract to the Telephone Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the customer. If the customer selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following F.C.C. procedures for measuring interstate traffic as established by Commission Order, and provide to the Telephone Company a report with supporting documentation to verify such procedures.
  
4. If a billing dispute arises or a regulatory commission questions the projected interstate percentage, the Telephone Company will ask the customer to provide the data the customer used to determine the projected interstate percentage. The customer shall supply the data within 30 days of the Telephone Company request. The customer shall keep records from which the percentage was determined and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

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

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

**2.3.3 Jurisdictional Report Requirements, (Cont'd.)**

**C. Maintenance of PIU Records**

1. The customer shall retain for a minimum of six (6) months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth preceding. Such records shall consist of (a) and (b), if applicable, following:
  - (a) All call detail records such as workpapers and/or backup documentation including paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and;\
  - (b) If the customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

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

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

**2.3.3 Jurisdictional Report Requirements, (Cont'd.)**

**D. PIU Audit Results**

1. Audit results will be furnished to the customer via Certified U.S. Mail (return receipt requested). The Telephone Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to A. preceding. If the revised PIU submitted by the customer represents a deviation of 5 percentage points or more, from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in B. preceding may be applied.
2. Both credit and debit adjustments will be made to the customer's interstate access charges for the specified period to accurately reflect the interstate usage for the customer's account consistent with the provisions set forth herein.
3. If, as a result of an audit conducted by an independent auditor, a customer is found to have over-stated the PIU by 20 percentage points or more, the Telephone Company shall require reimbursement from the Customer for the cost of the audit. Such bill (s) shall be due and paid in immediately available funds 30 days from receipt and shall carry a late payment penalty as set forth herein if not paid within the 30 days.

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

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

**2.3.3 Jurisdictional Report Requirements, (Cont'd.)**

**E. Contested Audits**

1. When a PIU audit is conducted by an independent auditor selected by the Telephone Company, the audit results will be furnished to the customer by Certified U.S. Mail (return receipt requested). The customer may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Telephone Company within thirty (30) calendar days from the date the audit report is furnished to the customer. When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail (return receipt requested). The Telephone Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the customer within thirty (30) calendar days from the date the audit report is furnished to the Telephone Company.
2. Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Telephone Company and the customer. Arbitration is an option provided in addition to the customer's existing right to file a complaint or legal action in a court of law or at the FCC for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Telephone Company operating territory where the customer maintains a principle or significant presence or a state and location within the Telephone Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the customer's PIU based on A. preceding.

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**ACCESS SERVICES TARIFF**

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

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

**2.3.3 Jurisdictional Report Requirements, (Cont'd.)**

**E. Contested Audits, (Cont'd.)**

3. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.
4. Absent written notification, within the time frame noted above, the customer must comply with the provisions set forth herein. If the customer fails to comply with these provisions, the Telephone Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the customer as specified herein.

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

**2.4 Customer Equipment and Channels**

**2.4.1 General**

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

**2.4.2 Station Equipment**

- A. 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 a 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. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.2 Station Equipment, (Cont'd.)**

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or 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**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access 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 or tariffs of the other communications carriers which are applicable to such connections.

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**ACCESS SERVICES TARIFF**

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

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.4 Inspections**

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

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

- A. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill. The Company reserves the right to utilize as its sole and exclusive billing method electronic invoices that are accessible by the Customer via a secure web interface.
- B. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Charges shall be due and payable as specified on the bill. Any requests by the Customer for call detail records supporting billed usage charges must be submitted to the Company in writing or via electronic mail that is acknowledged as received by the Company, within sixty (60) days of the date of the invoice on which the usage was billed. Any such call detail records will be provided in a format to be mutually agreed between the Company and the Customer.

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

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

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

C. 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 Access Services. All such taxes shall be separately designated on the Company's invoices.

**2.5.2 Billing and Collection of Charges**

- A. Unless otherwise specified herein, bills are due and payable upon receipt.
- B. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.
- C. Non-Recurring Charges are due and payable within 30 days after the invoice date.
- D. The Company shall present invoices for all Charges monthly to the Customer.
- E. Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% on all past due balances that exceed 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.
- F. If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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

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

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

- G. Any objections to billed charges must be reported to the Company or its billing agent in writing or via electronic mail that is acknowledged by the Company within ninety (90) days of the invoice date of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- H. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- I. In the event that the Company brings legal action against the Customer to collect payments owed by the Customer for access services provided pursuant to this tariff, the Company shall be entitled to recover its reasonable legal fees and court costs from the Customer in addition to other relief a court may award.

**2.5.3 Refusal and Discontinuance of Service**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. 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 that period.
- C. 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.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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

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

**2.5.3 Refusal and Discontinuance of Service, (Cont'd.)**

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, 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, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
  - 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 2.5.3.F.1.(a-e), 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

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

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

**2.5.3 Refusal and Discontinuance of Service, (Cont'd.)**

F. (Cont'd.)

1. (Cont'd.)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

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

(i) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

(ii) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices: or

(iii) Any other Fraudulent means or devices; or

2. Upon five (5) days' written notice to the Customer of any sum thirty (30) days past due;

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

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

**2.5.3 Refusal and Discontinuance of Service, (Cont'd.)**

F. (Cont'd.)

3. Upon five (5) 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 2.5.3.A, above; or
4. Five (5) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that five (5) day period. The 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 up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**2.5.4 Cancellation of Application for Service**

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

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

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

**2.6 Allowances for Interruptions in Service**

**2.6.1 General**

Interruptions in service that are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.2 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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**ACCESS SERVICES TARIFF**

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

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

**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;
- 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 Use of Another Means of Communications**

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

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

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

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

- A. Except as provided in Section 2.6.2, if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly recurring charge for affected service.

- D. No credits will be provided for usage sensitive services.

**2.7 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 the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

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**ACCESS SERVICES TARIFF**

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

**2.8 Notices and Communications**

- 2.8.1** The Customer shall designate on the Service Order, or equivalent, an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2** The Company shall designate on the Service Order, or equivalent, an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.3** All notices or other communications required to be given pursuant to this tariff shall 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 deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.4** 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.

**2.9 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed, as set forth below, under each company's applicable rates.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE**

**3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

**3.1.1 Ordering Conditions**

Unless otherwise specified herein, all services offered under this tariff shall be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- A. Customer name and Premise(s) address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

**3.1.2 Provision of Other Services**

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)**

**3.1 General, (Cont'd.)**

**3.1.2 Provision of Other Services, (Cont'd.)**

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

**3.2 Access Order**

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

**3.2.1 Access Service Date Intervals**

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the 90ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

**A. Standard Interval**

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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**ACCESS SERVICES TARIFF**

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)**

**3.2 Access Order, (Cont'd.)**

**3.2.1 Access Service Date Intervals, (Cont'd.)**

B. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)**

**3.2 Access Order, (Cont'd.)**

**3.2.2 Access Service Request Modifications**

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

**3.2.3 Minimum Period of Service**

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)**

**3.3 Supplementary Charges - Maximum**

Customer Requested Due Date Change <sup>1, 2</sup>	\$100, per order
Customer Requested Expedite <sup>2</sup>	\$500, per location
Cancellation (after 3 business days from order placement) <sup>2</sup>	Full NRCs + \$500, per order
Design Change, DS0/DS1 <sup>2</sup>	\$300, per circuit
Design Change, DS3 and higher <sup>2</sup>	\$600, per circuit
Administrative Processing <sup>2</sup>	\$50, per order

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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**ACCESS SERVICES TARIFF**

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**SECTION 4 - SWITCHED ACCESS SERVICE**

**4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services. In the absence of an ASR as described in Section 3, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

**4.2 Provision and Description of Switched Access Service Arrangements**

**4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Two types of Feature Group Access are available:

- A. **Tandem Connect Access:** This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's local switching center via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein. The Company reserves the right to require the Customer to submit an ASR for Tandem Connect Access.
- B. **Direct Connect Access:** The Company will provide facilities between the Customer's premises and the Company's local switching center. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access.

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**SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)**

**4.2.2 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

**4.2.3 Call Types**

The following Switched Access Service call types are available:<sup>1</sup>

- A. Originating 101XXXX FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

**4.2.4 Originating 101XXXX FG Access**

The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. Originating service may also be available on a presubscription basis whereby the access code is not required (i.e., "1+" dialing).

<sup>1</sup> Other supported call types may include FGA, FGB, and 500/700/900 access.

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**SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)**

**4.2.5 Originating 800 FG Access**

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

**4.2.6 Terminating FG Access**

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

**4.3 Reports and Testing**

**4.3.1 Design Layout Report**

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

**4.3.2 Acceptance Testing**

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 - SWITCHED ACCESS RATES**

**5.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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**SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)**

**5.2 Rate Categories**

There are five rate categories which apply to Switched Access Service:

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

**5.2.1 Common Line**

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

**5.2.2 Switched Transport**

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

**5.2.3 End Office Switching**

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

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**SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)**

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

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

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

**5.2.5 Switched Access Optional Features**

Following are the various optional features that are available, where the technical capability exists:

- (a) Supervisory Signaling
- (b) Alternate Traffic Routing
- (c) Cut-Through
- (d) Service Class Routing
- (e) FGD with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

Other optional features may be available on an Individual Case Basis (ICB)<sup>1</sup>.

<sup>1</sup> See Section 7.2

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**SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)**

**5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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**SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)**

**5.4 Maximum Rates and Charges**

**5.4.1 Common Line**

	<u>Maximum</u>
-Per Originating Minute	Note 1
-Per Terminating Minute	Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 5.4.3A, Local Switching. This composite rate includes the elements traditionally billed as Carrier Common Line.

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**SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)**

**5.4 Maximum Rates and Charges, (Cont'd.)**

**5.4.2 Switched Transport**

**A. Tandem-Switched Transport (Cont'd.)**

	<u>Maximum</u>
1. Tandem Switched Transport, per Minute	Note 1
2. Tandem Switched Transport, per Minute, per Mile	Note 1
3. Tandem Switching, per Minute	Note 1
4. Transport Interconnection Charge, per Minute	Note 1
5. Host/Remote Transport Elements	Note 1
a. Transport, per Minute	Note 1
b. Transport, per Minute, per Mile	Note 1

**B. Network Blocking Charge**

	<u>Maximum</u>
Per Blocked Call	Note 1

<sup>1</sup> See Section 7.2

Note 1: All access minutes are billed at a single per minute access rate found in Section 5.4.3A, Local Switching. This composite rate includes the elements traditionally billed as Carrier Common Line.

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**SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)**

**5.4 Maximum Rates and Charges, (Cont'd.)**

**5.4.3 End Office Switching**

	<u>Maximum</u>
A. Local Switching, per Minute	\$0.0450
B. Information Surcharge, per Minute	\$0.0000

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**SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)**

**5.4 Maximum Rates and Charges, (Cont'd.)**

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

	<u>Maximum</u>
Per Query	\$0.01000

**5.4.5 Switched Access Optional Features**

*All Optional Features are offered on an Individual Case Basis (ICB<sup>1</sup>).*

<sup>1</sup> See Section 8.2

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**ACCESS SERVICES TARIFF**

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**SECTION 6 - MISCELLANEOUS CHARGES**

**6.1 Maximum PIC Change Charge**

Nonrecurring Charge per Change:	<u>Maximum</u> \$10.00
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**SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D.)**

**6.2 Billing Name and Address**

**6.2.1 Service Description**

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of intrastate telecommunications services.

**6.2.2 General**

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
  - 1. Billing its customers for using Customer's telecommunications services.
  - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
  - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

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**SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D.)**

**6.2 Billing Name and Address, (Cont'd.)**

**6.2.2 General, (Cont'd.)**

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

**E. Manual Request**

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

**F. Mechanized Request**

1. At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

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**ACCESS SERVICES TARIFF**

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**SECTION 6 - MISCELLANEOUS CHARGES, (CONT'D.)**

**6.2 Billing Name and Address, (Cont'd.)**

**6.2.3 Rate Regulations**

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 6.2.4 following.

**6.2.4 Rates and Charges**

BNA Request Manual	BNA Request Mechanized
Billing Name and Address for ANI	
- Per ANI Requested	\$1.00

<sup>1</sup> See Section 8.2

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**SECTION 7 - SPECIAL ARRANGEMENTS**

**7.1 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable Recurring and Nonrecurring charges of the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company shall disclose the promotion and post-promotion price to the customer at the time of offering the promotional price and service. The Company shall notify each participating customers when the promotional offering expires and limit promotions to a duration of no longer than six (6) months (out of each 12 month period). All customers shall be eligible for promotions where facilities and billing capabilities permit.

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

Arrangements will be developed on a case-by-case basis in response to a bonafide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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**SECTION 8 – CURRENT PRICE LIST, (CONT'D.)**

**8.3 End Office Switching**

A.	Local Switching, per Minute	\$0.0250
B.	Information Surcharge, per Minute	\$0.0000

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

	Per Query	\$0.0075
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**8.5 Switched Access Optional Features**

*All Optional Features are offered on an Individual Case Basis (ICB<sup>1</sup>).*

**8.6 PIC Change Charge**

	Nonrecurring Charge per Change:	\$5.00
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**8.7 Supplementary Charges**

	Customer Requested Due Date Change	\$50, per order
	Customer Requested Expedite	\$250, per location
	Cancellation (after 3 business days from order placement)	Full NRCs + \$250, per order
	Design Change, DS0/DS1	\$150, per circuit
	Design Change, DS3 and higher	\$300, per circuit
	Administrative Processing	\$25, per order

<sup>1</sup> See Section 7.2

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

**ATTACHMENT C**

Key Personnel

## **Spectrotel Management Profiles**

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

### **Key Team Members**

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

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

#### **Ross Artale – COO**

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

#### **Edward Kazar – CFO**

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

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

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

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

**ATTACHMENT D**

Financial Statements

The Company is submitting its financial information with a request for Confidential Treatment.

SPECTROTEL, INC

BALANCE SHEET

December 31, 2010

REDACTED

ASSETS

	<u>2010</u>
<b>Current Assets</b>	
Cash and Cash equivalents	REDACTED
Account receivable, net	REDACTED
Unbilled revenue	REDACTED
Prepaid expenses and other current assets	REDACTED
<b>Total current assets</b>	REDACTED
Property and equipment, net	REDACTED
Deferred expenses, net	REDACTED
Other Assets	REDACTED
<b>Total assets</b>	REDACTED

LIABILITIES AND EQUITY

<b>Current Liabilities</b>	
Accounts payable and accrued liabilities	REDACTED
Deferred revenue	REDACTED
<b>Total Current Liabilities</b>	REDACTED
<b>Other liabilities</b>	REDACTED
<b>Total Liabilities</b>	REDACTED
<b>Equity</b>	
1,000,000 shares issued and outstanding - stated at par	REDACTED
Additional paid in capital	REDACTED
Retained earnings	REDACTED
<b>Total equity</b>	REDACTED
<b>Total Liabilities and equity</b>	REDACTED

SPECTROTEL, INC

STATEMENT OF OPERATIONS AND RETAINED EARNINGS

FOR THE MONTH ENDING December 31, 2010

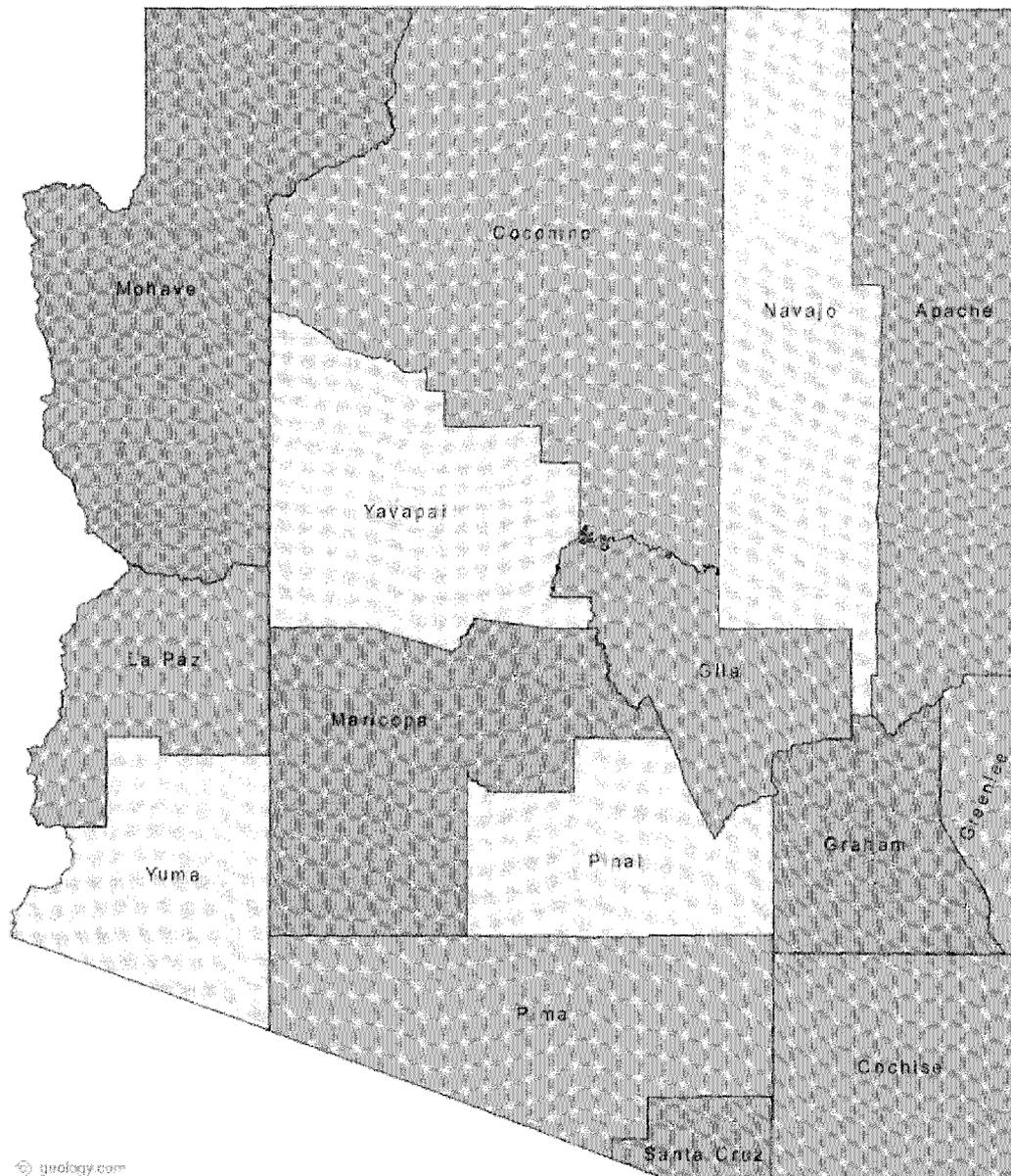
REDACTED

	<u>2010</u>
<b>Revenues</b>	REDACTED
Operating expenses	
Network costs	REDACTED
Selling, general and administrative	REDACTED
Depreciation	REDACTED
<b>Total operating expenses</b>	REDACTED
Income from operations	REDACTED
Other (Income) expense:	
Interest expense	REDACTED
Interest (income)	REDACTED
Total other expense	REDACTED
<b>Income before provision for income taxes</b>	REDACTED
Provision for income taxes	REDACTED
<b>Net Income</b>	REDACTED



ATTACHMENT F

Arizona Map



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

**ATTACHMENT G**

Certification Status

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