



August 11, 2011
Via Overnight Delivery

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T.R.A. LOCAL 10-01

Confidential Treatment Requested

Sharla Dillon
Dockets and Records Manager, Utilities Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

DOCKET NO.

11-00132

**Re: Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications
Application for Certificate to Provide Facilities-Based Competing Local Exchange
Telecommunications Services**

Dear Ms. Dillon,

Enclosed for filing are the original and thirteen (13) copies of the Application for Certificate to Provide Facilities-Based Competing Local Exchange Telecommunications Services filed on behalf of **Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications**. Also enclosed is the \$25 filing fee.

Included with this Application, under seal, are the Company's financial statements and three year projection. The Company is requesting confidential treatment of this financial data as it contains highly confidential and proprietary information.

It is the Applicant's intent to operate pursuant to market regulation, in accordance with amended T.C.A. Section 65-5-109 enacted May 21, 2009.

Questions regarding this filing may be directed to my attention at (407) 740-3031 or via e-mail at sthomas@tminc.com.

Please acknowledge receipt of this filing by returning, file-stamped the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to be "Sharon Thomas", written over a horizontal line.

Sharon Thomas
Consultant to Spectrotel, Inc.

Enclosure

ST/im

cc: Service List
R. Artale, Spectrotel, Inc.
File: Spectrotel TN Local
TMS: TN11100

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF SPECTROTEL, INC.)
D/B/A ONETOUCH COMMUNICATIONS)
D/B/A TOUCH BASE COMMUNICATIONS FOR A)
CERTIFICATE TO PROVIDE COMPETING LOCAL)
EXCHANGE TELECOMMUNICATIONS SERVICES)
ON A FACILITIES AND RESOLD BASIS AND)
LONG DISTANCE SERVICE ON A RESOLD BASIS)
THROUGHOUT THE STATE OF TENNESSEE)

TRA Docket No. _____

**APPLICATION OF
SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS
FOR A CERTIFICATE TO PROVIDE FACILITIES-BASED COMPETING LOCAL
EXCHANGE TELECOMMUNICATIONS SERVICES ON A FACILITIES AND RESOLD
BASIS AND LONG DISTANCE SERVICE ON A RESOLD BASIS**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications ("Spectrotel" or "Applicant") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant it authority to provide facilities-based local exchange telecommunications services, including exchange access telecommunications services, resold local exchange telecommunications services, and resold long distance services within the State of Tennessee. Applicant intends to operate pursuant to market regulation, in accordance with amended T.C.A. Section 65-5-109 enacted May 21, 2009. Spectrotel is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201.

In support of its Application, Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications submits the following:

I. Administrative Requirements

1. The full name and corporate address of the Applicant is:

Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications
3535 State Highway 66, Suite 7
Neptune, NJ 07753

2. Questions regarding this application should be directed to:

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

3. Contact name and address at the Applicant is:

Ross Artale, Chief Operating Officer
Spectrotel, Inc.
d/b/a OneTouch Communications d/b/a Touch Base Communications
3535 State Highway 66, Suite 7
Neptune, NJ 07753
Telephone: (732) 345-7000
Facsimile: (732) 345-7893
Toll-Free: (888) 773-9722 (Bus)/(888) 700-5850 (Resi)
Email: rartale@spectrotel.com

4. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

See **Exhibit A**.

5. Corporate Principal Officers (names and address):

The names and address of the Applicant's corporate officers are listed in **Exhibit B** of this Application.

6. Principal Officers in Tennessee (names and address if different from corporate):

The Applicant does not have any employees in the state of Tennessee. Applicant operations will be managed centrally at the New Jersey location.

7. Copy of Articles of Incorporation:

Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications was incorporated in the state of Delaware on February 29, 2000. A copy of Spectrotel's Articles of Incorporation and amendments are provided in **Exhibit C**.

8. Copy of license to do business in the state of Tennessee.

See **Exhibit D**.

II. Managerial Requirements

Spectrotel has the managerial expertise to provide facilities-based local exchange services within the state of Tennessee. Spectrotel has an excellent senior management team, backed by experienced employees, who are competent in telephony engineering, operations and marketing. **Exhibit E** contains biographies of the senior management team of Spectrotel.

III. Technical Requirements

Proposed network data:

1. Geographic area coverage
Spectrotel intends to offer service throughout the entire state of Tennessee.
2. The Applicant intends to offer voice grade local services as well as other services to business customers. It will offer the services listed in TRA 1220-4-8-.04(3)(b), including (1) access to 911 and E911 emergency service; (2) white page directory listings and directory assistance; (3) consumer access to and support for the Tennessee Relay Center in the same manner as the incumbent local exchange telephone companies; (4) free blocking service for 900/976 pay per call services in accordance with TRA policy; (5) Lifeline and Link-up services to qualifying citizens of the state; (6) educational discounts in existence as of June 6, 1995.
3. The Applicant will rely on its underlying carriers for network facilities, but also has significant technical expertise within the Applicant (see **Exhibit E** for biographies of senior management.)
4. There will be no special CPE requirements for the Applicant's services that would not be compatible with an incumbent carrier.
5. Repair and Maintenance:
 - a. Applicant is responsible for all customer inquiries and complaints. The telephone number for customer inquiries and complaints is provided by Spectrotel on the customer bill. Customer service is available seven days a week, twenty-four hours a day.
 - b. The Applicant's toll free telephone number for customer inquiries, complaints and repair is (888) 773-9722 for business customers and (888) 700-5850 for residential customers.

5. Repair and Maintenance (Cont'd):

- c. Customers may contact the company in writing at the headquarters address indicated below.

Spectrotel, Inc.
d/b/a OneTouch Communications d/b/a Touch Base Communications
3535 State Highway 66, Suite 7
Neptune, NJ 07753

- d. Name and address of Tennessee contact person responsible for and knowledgeable about provider operations:

Ross Artale, Chief Operating Officer
Spectrotel, Inc.
d/b/a OneTouch Communications d/b/a Touch Base Communications
3535 State Highway 66, Suite 7
Neptune, NJ 07753

IV. Financial Requirements

1. Estimated cost of network, switches, and unbundled network elements (UNEs):

Spectrotel is not proposing at this time to build a network or to deploy switches, but will utilize network and switching provided by AT&T – Tennessee. Network elements and facilities used for interconnection will be provisioned according to the interconnection agreement between AT&T-Tennessee and Spectrotel.

2. Most recent audited financial statements

The Application does not have audited financials. It is providing its most recent financial statements as **Exhibit F-1**.

3. Projected financial statements (3 years)

Exhibit F-2 contains the 3 year financial projections for Spectrotel's financial projections for its Tennessee operations.

4. Capital Expenditures Budget (3 years)

Not applicable. No construction is expected to be undertaken by Spectrotel. The cost of its Tennessee operations will consist of leasing unbundled elements, marketing, and additional administrative and sales overhead. The incremental administrative and sales costs are not projected to be significant for the Applicant.

5. **Bond Requirement**

The Applicant is in the process of obtaining a corporate surety bond and will file the information under separate cover.

V. **Small and Minority-Owned Telecommunications Business Participation Plan.**

See **Exhibit G.**

VI. **TRA Rules for Local Telecommunications Providers:**

Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. Please see **Exhibit H.**

VII. **Toll Dialing Parity Plan for Applicant's Providing Voice Grade Service:**

See **Exhibit I.**

VIII. **Numbering Issues:**

1. What is your company's expected demand for NXXs per NPA within a year of approval of your application?

None.

2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

None.

3. When and in what NPA do you expect to establish your service footprint?

The Applicant intends to offer service in territory currently served by AT&T-Tennessee.

4. Will the company sequentially assign telephone numbers within NXXs?

Not Applicable.

5. What measures does the company intend to take to conserve Tennessee numbering resources?

Not Applicable.

6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

Not Applicable.

IX. Tennessee Specific Operational Issues:

1. How does the company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

Initially, Spectrotel plans to mirror or offer the calling areas of AT&T-Tennessee for its local service offerings. To the extent that AT&T-Tennessee provides countywide toll-free calling, Spectrotel will as well.

2. Is the company aware of the Tennessee County Wide Calling database maintained by AT&T-Tennessee and the procedures to enter your telephone numbers on the database?

Yes, the Applicant is aware of the database and the procedures involved.

3. Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?

Yes. The Applicant is aware of all local calling areas provided by the Incumbent Local Exchange Carriers within Tennessee.

4. Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.

The Applicant will mirror the local calling areas of the ILEC.

5. Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA in resolving customer complaints.

Ross Artale,
Spectrotel, Inc.
d/b/a OneTouch Communications d/b/a Touch Base Communications
3535 State Highway 66, Suite 7
Neptune, NJ 07753
Telephone: (732) 345-7000
Facsimile: (732) 345-7893
Toll-Free: (888) 773-9722 (Bus)/(888) 700-5850 (Resi)
Email: rartale@spectrotel.com

6. Does the company intend to telemarket its services in Tennessee? If yes, is the company aware of the telemarketing statutes and regulations found in TCA §65-4-401 et seq. and Chapter 1220-4-11?

At this time, the Applicant does not intend to telemarket its services in Tennessee. If it ultimately decides to use telemarketing in the future, it will comply with all applicable Tennessee statutes and rules.

X. Miscellaneous

1. Pre-filed testimony:

The Applicant has submitted pre-filed testimony with its Application – See Exhibit K.

2. Tariffs

Applicant intends to operate pursuant to market regulation, in accordance with amended T.C.A. Section 65-5-109 enacted May 21, 2009.

Included as Exhibits L is the Applicant's switched access services tariff.

3. Identify all states where certified as a telecommunications provider and the status of states certification is pending.

See **Exhibit J**.

4. Applicant's involvement in any mergers or acquisitions.

Spectrotel is not involved in any mergers or acquisitions.

5. Customer Deposits

Spectrotel does not require customer deposits.

6. Complaint History

The Applicant has not received any complaints filed with state or federal regulatory agencies.

7. Service Area

Spectrotel proposes to offer its interexchange toll services throughout the state of Tennessee. The Company also proposes to offer local exchange service in areas currently served by AT&T-Tennessee which are designated open to competition. Currently, the Applicant does not intend to offer service in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines.

XI. Public Interest

Grant of Spectrotel's Application to provide facilities-based local exchange telecommunications services, including exchange access telecommunications services, resold local exchange telecommunications services, and resold long distance services within the state of Tennessee is in the public interest and serves the public convenience and necessity. In enacting the Federal Telecommunications Act of 1996, the United States Congress determined that it is in the public interest to promote competition in the provision of telecommunications services, including local exchange services. Experience with competition in other telecommunications markets, such as long distance, competitive access, and customer premises equipment, demonstrates the benefits that competition can bring to consumers. Consumers are enjoying increased services, lower prices, higher quality, and greater reliability. This is true not only with respect to the service offerings of the new entrants, but also as a result of the response of incumbent monopoly providers to the introduction of competition.

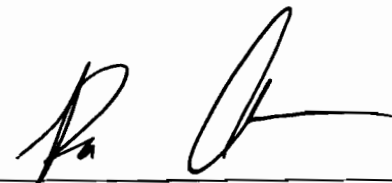
Spectrotel's proposed services will provide multiple public benefits by increasing the competitive choices available to users in Tennessee. Enhanced competition in telecommunications services likely will further stimulate economic development in Tennessee. In addition, increased competition will create incentives for all carriers to offer lower prices, more innovative services, and more responsive customer service.

XII. Statement of Compliance:

Spectrotel agrees to abide by TCA §65-4-201 and all applicable state statutes and all applicable Orders, Rules and Regulations entered and adopted by the Tennessee Regulatory Authority.

WHEREFORE, Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications respectfully requests that the Commission enter an Order granting Spectrotel's Application for a Certificate to provide facilities-based local exchange telecommunications services, including exchange access telecommunications services, resold local exchange telecommunications services, and resold long distance services within the state of Tennessee.

Respectfully submitted this 29th day of July, 2011.

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

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

VERIFICATION

STATE OF NEW JERSEY)
) : ss
COUNTY OF MONMOUTH)

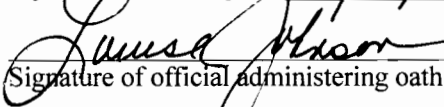
I, Ross Artale, hereby declare under penalty of perjury, that I am Chief Operating Officer of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, the Petitioner in this proceeding; that I am authorized to make this verification on behalf of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications; that I have read the foregoing Petition and exhibits; and that the facts stated therein are true and correct to the best of my knowledge, information and belief.



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

Sworn and subscribed before me this 29 day of July, 2011.

My Commission expires 7/10/2015


Signature of official administering oath

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

**SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS**

Exhibit A

Corporate Structure

Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications is a corporation formed under the laws of the state of Delaware on February 29, 2000. Spectrotel does not have any affiliates.

**SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS**

Exhibit B

List of 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 Applicant's headquarters located 3535 State Highway 66, Suite 7, Neptune, NJ 07753:

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

**SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS**

Exhibit C

Articles of Incorporation

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:

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

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

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

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

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

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

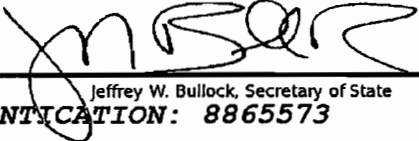
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE



3185104 8100H

110764720

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8865573

DATE: 06-27-11

Delaware

PAGE 2

The First State

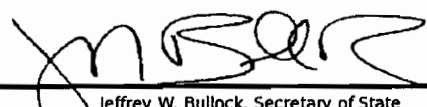
AFORESAID CORPORATION, "SPECTROTEL, INC.".



3185104 8100H

110764720

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8865573

DATE: 06-27-11

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.

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.

(l) 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.

04/03/2000 15:40 FAX

0015

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.

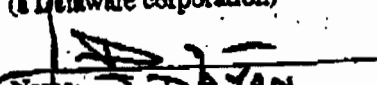
FOURTH: The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving constituent entity, which is located at 655 Shrewsbury Avenue, Suite 302, Shrewsbury, New Jersey 07702.

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 4th day of
March, 2000.

PLAN B COMMUNICATIONS, INC.
(a Delaware corporation)

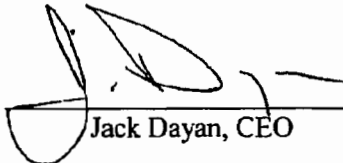

Name: J. DAYAN
President J Dayan

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 8th day of October, 2002.



Jacob Dayan, President

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

OF

SPECTROTOL, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is Spectrotol, 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.


Jacob Dapena, President

SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS

Exhibit D

Tennessee Secretary of State Authority



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **SPECTROTEL, INC.**

General Information

Control # : 487907
Filing Type: Corporation For-Profit - Foreign
Filing Date: 02/18/2005 9:19 AM
Delayed Effective Date: 03/01/2005 11:59 PM
Status: Active
Duration Term: Perpetual

Formation Locale: Delaware
Date Formed: 02/29/2000
Fiscal Year Close: 12

Registered Agent Address

National Registered Agents, Inc.
2300 HILLSBORO RD STE 305
NASHVILLE, TN 37212

Principal Address

3535 STATE HIGHWAY 6
SUITE 7
NEPTUNE, NJ 07753

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
07/14/2011	Assumed Name New Assumed Name Changed From: No Value To: OneTouch Communications	6915-1611
07/14/2011	Assumed Name New Assumed Name Changed From: No Value To: Touch Base Communications	6915-1614
02/07/2011	2010 Annual Report	A0056-0644
06/30/2010	2009 Annual Report	A0036-1406
06/03/2010	Notice of Determination	A0025-0976
01/23/2009	2008 Annual Report	6428-0510
11/20/2008	Registered Agent Change (by Agent) Registered Agent Physical Address Changed	6893-2556
04/09/2008	2007 Annual Report Principal Address Changed	6289-0784
02/08/2008	Administrative Amendment Mail Address Changed	6208-2642
06/26/2007	2006 Annual Report	6080-0472
06/21/2007	Notice of Determination	ROLL 6065

Filing Information

Name: **SPECTROTEL, INC.**

01/24/2006 2005 Annual Report

5663-0910

02/18/2005 Initial Filing

5361-0810

Active Assumed Names (if any)

Touch Base Communications

Date
07/14/2011

Expires
07/14/2016

OneTouch Communications

07/14/2011

07/14/2016

RECEIVED
STATE OF TENNESSEE

2011 JUL 14 AM 11:36
For Office Use Only

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

TRE HARGETT
SECRETARY OF STATE

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Spectrotel, Inc.

2. The state or country of incorporation is Delaware

3. The corporation intends to transact business in Tennessee under an assumed corporate name.

4. The assumed corporate name the corporation proposes to use is

OneTouch Communications


[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

7/8/2011
Signature Date

Spectrotel, Inc.

Name of Corporation

COO
Signer's Capacity


Signature

Ross Artale
Name (typed or printed)



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

SPECTROTEL, INC.
3535 STATE HIGHWAY 6
SUITE 7
NEPTUNE, NJ 07753

July 14, 2011

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 487907 Status: Active
Filing Type: Corporation For-Profit - Foreign

Document Receipt

Receipt # : 511176	Filing Fee:	\$20.00
Payment-Check/MO - TECHNOLOGIES MANAGEMENT, INC., WINTER PARK, FL		\$20.00

Amendment Type: Assumed Name Image # : 6915-1614
Filed Date: 07/14/2011 11:36 AM

This will acknowledge the filing of the attached assumed name with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above. The name registration is effective for five years from the date the original registration was filed with the Secretary of State.


Tre Hargett
Secretary of State

Processed By: Lindsey Mullins

Field Name	Changed From	Changed To
New Assumed Name	No Value	Touch Base Communications

RECEIVED
STATE OF TENNESSEE

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

2011 JUL 14 AM 11:36

TRE HARGETT
SECRETARY OF STATE

SS-4402-1514

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Spectrotel, Inc.
2. The state or country of incorporation is Delaware
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is
Touch Base Communications

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

7/8/2011 Spectrotel, Inc.
Signature Date Name of Corporation

COO [Signature]
Signer's Capacity Signature

Ross Artale
Name (typed or printed)



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

SPECTROTEL, INC.
3535 STATE HIGHWAY 6
SUITE 7
NEPTUNE, NJ 07753

July 14, 2011

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 487907 Status: Active

Filing Type: Corporation For-Profit - Foreign

Document Receipt

Receipt # : 511174	Filing Fee:	\$20.00
Payment-Check/MO - TECHNOLOGIES MANAGEMENT, INC., WINTER PARK, FL		\$20.00

Amendment Type: Assumed Name

Image # : 6915-1611

Filed Date: 07/14/2011 11:36 AM

This will acknowledge the filing of the attached assumed name with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above. The name registration is effective for five years from the date the original registration was filed with the Secretary of State.

Tre Hargett
Secretary of State

Processed By: Lindsey Mullins

Field Name	Changed From	Changed To
New Assumed Name	No Value	OneTouch Communications

**SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS**

Exhibit E

Resumes of Key Management

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**

Exhibit F1

Current Financial Statements

Financial statements are being filed as "Confidential" under separate cover.

SPECTROTEL, INC

BALANCE SHEET

December 31, 2010

REDACTED

ASSETS

	2010
Current Assets	
Cash and Cash equivalents	REDACTED
Account receivable, net	REDACTED
Unbilled revenue	REDACTED
Prepaid expenses and other current assets	REDACTED
Total current assets	REDACTED
Property and equipment, net	REDACTED
Deferred expenses, net	REDACTED
Other Assets	REDACTED
Total assets	REDACTED

LIABILITIES AND EQUITY

Current Liabilities	
Accounts payable and accrued liabilities	REDACTED
Deferred revenue	REDACTED
Total Current Liabilities	REDACTED
Other liabilities	REDACTED
Total Liabilities	REDACTED
Equity	
1,000,000 shares issued and outstanding - stated at par	REDACTED
Additional paid in capital	REDACTED
Retained earnings	REDACTED
Total equity	REDACTED
Total Liabilities and equity	REDACTED

SPECTROTEL, INC
STATEMENT OF OPERATIONS AND RETAINED EARNINGS
FOR THE MONTH ENDING December 31, 2010

REDACTED

	<u>2010</u>
Revenues	REDACTED
Operating expenses	
Network costs	REDACTED
Selling, general and administrative	REDACTED
Deprecation	REDACTED
Total operating expenses	REDACTED
Income from operations	REDACTED
Other (Income) expense:	
Interest expense	REDACTED
Interest (income)	REDACTED
Total other expense	REDACTED
Income before provision for income taxes	REDACTED
Provision for income taxes	REDACTED
Net Income	REDACTED

**SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS**

Exhibit F2

Projected Financial Statements

Three-year Projected Financial statements are being filed as "Confidential" under separate cover.

**SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS**

Exhibit G

Small and Minority-Owned Telecommunications Business Participation Plan

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS
BUSINESS PARTICIPATION PLAN**

III. ADMINISTRATION

Spectrotel's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting Spectrotel's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

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

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-112 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the state of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-112.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.

III. ADMINISTRATION

- (8) Providing information and educational activities to persons within Spectrotel and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses. In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
Small Business Administration
Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

Spectrotel will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, Spectrotel will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

Spectrotel will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Spectrotel will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

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

By: 

Ross Artale
Chief Operating Officer

Dated: July 29, 2011.

**SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS**

Exhibit H

Notice of Application

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF SPECTROTEL, INC.)
D/B/A ONETOUCH COMMUNICATIONS)
D/B/A TOUCH BASE COMMUNICATIONS FOR A)
CERTIFICATE TO PROVIDE COMPETING LOCAL)
EXCHANGE TELECOMMUNICATIONS SERVICES)
ON A FACILITIES AND RESOLD BASIS AND)
LONG DISTANCE SERVICE ON A RESOLD BASIS)
THROUGHOUT THE STATE OF TENNESSEE)

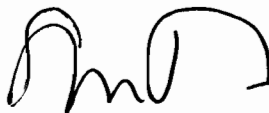
TRA Docket No. _____

NOTICE OF FILING

TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)

PLEASE TAKE NOTICE, that in accordance with the Tennessee Regulatory Authority Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on August 12, 2011, Spectrotel, Inc. d/b/a One Touch Communications d/b/a Touch Base Communications filed an Application for a Certificate of Public Convenience and Necessity to provide Competing Local Telecommunications Services.

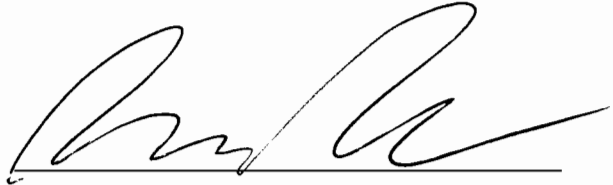
This, 11th day of August, 2011.



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

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications local application upon the enclosed listing of incumbent LECs operating in the state of Tennessee, by mailing such copy by first class mail, postage prepaid or equivalent service.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end, positioned above a solid horizontal line.

Shipping Department

Technologies Management, Inc.

This 11th day of August, 2011

CERTIFICATE OF SERVICE

1. Ardmore Telephone Company, Inc.
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449
2. BellSouth Telecommunications, Inc.
333 Commerce Street
Nashville, TN 37201-3300
3. CenturyTel of Adamsville
P.O. Box 405
116 Oak Street
Adamsville, TN 38310
4. CenturyTel of Claiborne
P.O. Box 100
507 Main Street
New Tazewell, TN 37825
5. CenturyTel of Ooltewah-Collegedale, Inc.
P.O. Box 782
5616 Main Street
Ooltewah, TN 37363
6. Citizens Telecommunications Company
of Tennessee
P.O. Box 770
300 Bland Street
Bluefield, WV 24701
7. Citizens Telecommunications Company
of the Volunteer State
P.O. Box 770
300 Bland Street
Bluefield, WV 24701
8. Loretto Telephone Company, Inc.
P.O. Box 130
Loretto, TN 38469
9. Millington Telephone Company, Inc.
4880 Navy Road
Millington, TN 38083
10. Sprint-United
112 Sixth Street
Bristol, TN 37620
11. TDS Telecom-Concord Telephone
Exchange, Inc.
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610
12. TDS-Telecom-Humphreys County
Telephone Company
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552
13. TDS Telecom-Tellico Telephone
Company
P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009
14. TDS Telecom-Tennessee Telephone
Company
P.O. Box 18139
Knoxville, TN 37928-2139
15. TDS-Crockett Telephone Company, Inc.
P.O. Box 7
Friendship, TN 38034
16. TEC-People's Telephone Company, Inc.
P.O. Box 310
Erin, TN 37061
17. TEC-West Tennessee Telephone
Company, Inc.
P.O. Box 10
244 E Main Street
Bradford, TN 38316
18. United Telephone Company
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034

**SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS**

Exhibit I

Toll Dialing Parity Plan

**SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS
IntraLATA Toll Dialing Parity Plan
For Tennessee**

1. Purpose

In compliance with FCC Order 96-333, Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications ("Spectrotel") hereby files its plan for implementing IntraLATA Toll Dialing Parity. The intent of this Plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls.

Spectrotel will be following their established guidelines and procedures for implementation of intraLATA Parity of toll calls.

2. Implementation Date and Areas of Availability

Upon commencement of service, Spectrotel will offer 2-PIC service in all AT&T states including Tennessee.

For services provided via an Spectrotel switch, all switchlines will offer 2-PIC capability.

3. Method of Selection Process and costs

Spectrotel will follow the 2-PIC strategy established by AT&T. With the 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or different carrier, including their existing local exchange company, for all intraLATA toll calls.

Existing Customers

Spectrotel has no existing customers in Tennessee. Spectrotel proposes to provide intraLATA equal access as a feature of the company's Tennessee local exchange service upon launch of that service. Therefore, no notification to existing Customers is required. Existing customers have a 90-day grace period to make a free intraLATA presubscription selection. No charge applies to carrier changes made within this time limit.

New Customers

Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. The list of intraLATA toll carriers, including Spectrotel, will be presented in a competitively neutral manner to new customers who do not make a positive choice for an intraLATA carrier. Customers who do not choose a carrier for intraLATA toll calls will be identified as a "no-PIC" and will have to dial an access code to make intraLATA calls. New customers will have 30 days from the date they order local exchange service to make their free selection. No charge applies to PIC selections made within this time limit. After the time limit expires, the tariffed rate of \$5.00 for PIC changes will apply.

4. Customer Notifications

Customers will be advised the opportunity to choose an intraLATA toll carrier separate from their interLATA carrier at the time they place an order initiating service. They will also be advised that they may choose a carrier other than their local exchange carrier and that a list of available intraLATA toll carriers is available upon request from customer service. Spectrotel also believes that promotional material by other carriers will make customers aware of the choices available to them.

Cost Recovery

Spectrotel does not anticipate any charges from AT&T to implement their Parity Plan and therefore, will not be assessing the customer any additional charges.

Miscellaneous Items

Slamming - Spectrotel will be subject to rules relating to slamming as indicated in Tennessee Regulatory Authority Rule 1220-4-2-.56, Sections (2) B (19) and 1220-4-2.58, Sections (1)-(16).

(Nondiscriminatory Access)

Spectrotel will provide nondiscriminatory access for their customers, including any Resellers, as it relates to access of telephone numbers; operator assistance; directory assistance; and directory listings.

Rules B

Spectrotel will fully comply with all rules and regulations set forth by the FCC and the TRA.

Spectrotel has no applicable rules.

LATA Associations

Area	LATA	Prefix
Tennessee	Memphis	468
	Nashville	470
	Chattanooga	472
	Knoxville	474

Exchange Coverage for Services

423-207	423-336	423-480	423-584	423-717	423-886	615-219	615-313	615-395	615-599
423-208	423-337	423-481	423-585	423-718	423-892	615-220	615-314	615-399	615-604
423-209	423-338	423-482	423-586	423-719	423-893	615-221	615-315	615-401	615-612
423-212	423-339	423-483	423-587	423-733	423-894	615-222	615-316	615-402	615-631
423-213	423-344	423-485	423-588	423-744	423-899	615-223	615-317	615-406	615-643
423-215	423-345	423-487	423-590	423-745	423-902	615-226	615-319	615-407	615-646
423-217	423-351	423-488	423-594	423-746	423-903	615-227	615-320	615-412	615-650
423-219	423-354	423-490	423-595	423-751	423-904	615-228	615-321	615-415	615-654
423-220	423-358	423-493	423-599	423-752	423-905	615-230	615-322	615-416	615-660
423-221	423-359	423-494	423-602	423-755	423-906	615-231	615-323	615-417	615-661
423-222	423-365	423-495	423-603	423-756	423-907	615-232	615-325	615-418	615-662
423-226	423-373	423-496	423-605	423-757	423-908	615-234	615-327	615-419	615-664
423-227	423-374	423-499	423-608	423-763	423-909	615-235	615-329	615-421	615-665
423-228	423-376	423-501	423-609	423-766	423-916	615-237	615-330	615-426	615-672
423-231	423-379	423-504	423-613	423-769	423-918	615-239	615-331	615-428	615-673
423-235	423-380	423-507	423-614	423-774	423-919	615-240	615-332	615-430	615-696
423-237	423-382	423-509	423-616	423-775	423-920	615-241	615-333	615-432	615-702
423-240	423-386	423-510	423-617	423-778	423-921	615-242	615-335	615-441	615-708
423-248	423-387	423-513	423-618	423-780	423-923	615-244	615-336	615-443	615-714
423-250	423-389	423-514	423-619	423-784	423-924	615-248	615-337	615-444	615-717
423-255	423-395	423-515	423-622	423-785	423-927	615-251	615-340	615-445	615-720
423-258	423-397	423-516	423-623	423-802	423-932	615-252	615-341	615-446	615-726
423-263	423-403	423-517	423-624	423-804	423-933	615-253	615-342	615-449	615-731
423-265	423-408	423-521	423-625	423-805	423-942	615-254	615-343	615-451	615-733
423-266	423-413	423-522	423-629	423-806	423-954	615-255	615-344	615-452	615-734
423-267	423-414	423-523	423-631	423-809	423-961	615-256	615-347	615-453	615-735
423-268	423-417	423-524	423-632	423-810	423-970	615-257	615-350	615-457	615-736
423-269	423-420	423-525	423-633	423-814	423-971	615-258	615-351	615-458	615-737
423-272	423-425	423-527	423-634	423-818	423-974	615-259	615-352	615-459	615-740
423-275	423-426	423-531	423-637	423-819	423-977	615-262	615-353	615-460	615-741
423-280	423-428	423-539	423-642	423-821	423-980	615-264	615-354	615-463	615-742
423-281	423-429	423-540	423-645	423-822	423-981	615-269	615-355	615-476	615-743

423-284	423-430	423-541	423-656	423-825	423-982	615-271	615-356	615-477	615-744
423-285	423-435	423-544	423-658	423-827	423-983	615-272	615-360	615-478	615-746
423-289	423-436	423-545	423-661	423-837	423-984	615-274	615-361	615-481	615-747
423-290	423-442	423-546	423-667	423-842	423-985	615-275	615-365	615-482	615-748
423-296	423-448	423-549	423-670	423-843	423-986	615-279	615-366	615-483	615-749
423-301	423-450	423-550	423-673	423-846	423-987	615-282	615-367	615-494	615-763
423-304	423-451	423-558	423-674	423-847	423-988	615-284	615-370	615-504	615-770
423-309	423-452	423-559	423-681	423-850	423-991	615-291	615-371	615-505	615-771
423-310	423-453	423-562	423-686	423-855	423-992	615-292	615-372	615-508	615-778
423-312	423-457	423-563	423-687	423-856	423-993	615-295	615-373	615-512	615-780
423-315	423-458	423-564	423-688	423-867	423-995	615-297	615-374	615-513	615-781
423-317	423-463	423-565	423-689	423-869	423-996	615-298	615-376	615-516	615-782
423-318	423-470	423-566	423-690	423-870	615-201	615-299	615-377	615-518	615-783
423-321	423-471	423-567	423-691	423-873	615-202	615-302	615-382	615-519	615-789
423-326	423-472	423-570	423-692	423-874	615-206	615-303	615-383	615-524	615-790
423-327	423-473	423-573	423-693	423-875	615-207	615-304	615-384	615-531	615-791
423-329	423-475	423-577	423-694	423-876	615-210	615-305	615-385	615-532	615-792
423-330	423-476	423-579	423-697	423-877	615-214	615-307	615-386	615-542	615-794
423-332	423-478	423-581	423-698	423-882	615-217	615-308	615-390	615-591	615-797
423-334	423-479	423-583	423-701	423-883	615-218	615-309	615-391	615-595	615-799
615-804	615-929	901-278	901-380	901-494	901-605	901-738	901-831	931-358	931-638
615-806	615-930	901-279	901-381	901-495	901-606	901-743	901-832	931-359	931-639
615-812	615-936	901-282	901-382	901-496	901-607	901-744	901-833	931-362	931-645
615-813	615-943	901-285	901-383	901-497	901-608	901-745	901-834	931-363	931-647
615-816	615-944	901-286	901-384	901-521	901-609	901-746	901-836	931-379	931-648
615-817	615-948	901-287	901-385	901-522	901-610	901-747	901-850	931-380	931-659
615-821	615-951	901-288	901-386	901-523	901-612	901-748	901-853	931-381	931-670
615-822	615-952	901-301	901-387	901-524	901-613	901-749	901-854	931-387	931-680
615-824	615-957	901-307	901-388	901-525	901-614	901-751	901-855	931-388	931-682
615-826	615-960	901-309	901-391	901-526	901-616	901-752	901-861	931-389	931-684
615-830	615-963	901-320	901-392	901-527	901-617	901-753	901-867	931-393	931-685
615-831	615-969	901-321	901-395	901-528	901-618	901-754	901-877	931-413	931-703
615-832	615-972	901-323	901-396	901-529	901-624	901-755	901-878	931-424	931-723
615-833	615-973	901-324	901-397	901-531	901-627	901-756	901-884	931-425	931-728
615-834	615-974	901-325	901-398	901-532	901-635	901-757	901-885	931-433	931-729
615-835	615-975	901-327	901-399	901-533	901-637	901-758	901-886	931-438	931-759
615-837	615-978	901-329	901-412	901-534	901-638	901-759	901-887	931-454	931-762
615-838	901-209	901-330	901-413	901-535	901-639	901-761	901-922	931-455	931-764
615-847	901-213	901-332	901-418	901-536	901-640	901-762	901-925	931-461	931-766
615-848	901-216	901-335	901-421	901-537	901-641	901-763	901-926	931-465	931-796
615-849	901-220	901-336	901-422	901-538	901-642	901-764	901-934	931-468	931-801
615-851	901-221	901-337	901-423	901-539	901-644	901-765	901-935	931-469	931-808
615-855	901-222	901-340	901-424	901-541	901-645	901-766	901-937	931-486	931-827
615-859	901-223	901-344	901-425	901-542	901-646	901-767	901-942	931-487	931-840
615-860	901-224	901-345	901-426	901-543	901-648	901-769	901-946	931-489	931-857
615-862	901-226	901-346	901-427	901-544	901-658	901-771	901-947	931-490	931-905
615-865	901-227	901-348	901-433	901-545	901-659	901-772	901-948	931-503	931-906
615-867	901-229	901-352	901-434	901-546	901-660	901-773	901-954	931-527	931-920
615-868	901-231	901-353	901-441	901-547	901-661	901-774	901-967	931-540	931-937
615-870	901-233	901-354	901-442	901-550	901-663	901-775	901-968	931-551	931-962

615-871	901-235	901-355	901-444	901-552	901-664	901-777	901-976	931-552	931-964
615-872	901-237	901-356	901-447	901-561	901-668	901-779	901-983	931-553	931-967
615-874	901-241	901-357	901-448	901-565	901-678	901-783	901-986	931-560	931-968
615-876	901-242	901-358	901-452	901-566	901-680	901-784	901-987	931-561	931-980
615-880	901-244	901-360	901-454	901-568	901-681	901-785	901-988	931-572	931-987
615-882	901-245	901-362	901-458	901-569	901-682	901-786	901-989	931-580	
615-883	901-246	901-363	901-465	901-570	901-683	901-787	931-206	931-582	
615-884	901-253	901-365	901-466	901-572	901-684	901-788	931-212	931-583	
615-885	901-254	901-366	901-475	901-573	901-685	901-789	931-215	931-598	
615-886	901-256	901-367	901-476	901-574	901-686	901-790	931-216	931-607	
615-889	901-258	901-368	901-481	901-575	901-692	901-794	931-220	931-619	
615-890	901-262	901-369	901-482	901-576	901-703	901-795	931-221	931-622	
615-893	901-263	901-370	901-483	901-577	901-721	901-797	931-224	931-623	
615-895	901-264	901-371	901-484	901-578	901-722	901-803	931-232	931-624	
615-896	901-265	901-372	901-485	901-579	901-723	901-818	931-235	931-625	
615-898	901-266	901-373	901-486	901-580	901-724	901-820	931-270	931-626	
615-902	901-267	901-374	901-487	901-581	901-725	901-821	931-281	931-627	
615-904	901-268	901-375	901-488	901-583	901-726	901-824	931-285	931-628	
615-907	901-269	901-376	901-489	901-584	901-728	901-825	931-290	931-629	
615-912	901-272	901-377	901-490	901-593	901-729	901-826	931-296	931-632	
615-918	901-274	901-378	901-491	901-603	901-734	901-827	931-318	931-636	
615-923	901-276	901-379	901-493	901-604	901-737	901-828	931-326	931-637	

SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS

Exhibit J

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	Pending	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	Pending	Pending	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	Pending	Pending	No

**SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS**

Exhibit K

Prefiled Testimony of Mr. Ross Artale, Chief Operating Officer for Spectrotel.

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In the Matter of Spectrotel, Inc.
d/b/a OneTouch Communications
d/b/a Touch Base Communications
for a Certificate to Provide Competing Local
Exchange Telecommunications Services on a
Facilities and Resold Basis and
Long Distance Service on a Resold Basis
Throughout the State of Tennessee

TRA Docket No. _____

Testimony of Ross Artale, Chief Operating Officer

on behalf of

Spectrotel, Inc.

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

1 I, Ross Artale, do hereby testify as follows in support of the application of Spectrotel, Inc. ("Spectrotel") for a
2 Certificate of Convenience and Necessity as a competing telecommunications service provider to provide
3 facilities-based local exchange and exchange access telecommunications services throughout the State of
4 Tennessee.

5
6 **Q. Please state your name, title and business address.**

7 A. My name is Ross Artale. My business address is 3434 State Highway 66, Suite 7, Neptune, NJ 07753.

8
9 **Q. On whose behalf are you testifying in this proceeding?**

10 A. I am testifying on behalf of Spectrotel, Inc., the Applicant in this Cause.

11
12 **Q. What is your position and responsibilities with Spectrotel, Inc.?**

13 A. I am the Chief Operating Officer for Spectrotel, Inc. I am primarily responsible for directing the
14 company's entry into new markets and for investigating and developing new lines of business for the
15 company. These responsibilities allow me to interact with all operations of the company.

16
17 **Q. Please describe your previous professional experience.**

18 A. I brought over 16 years of telecommunications experience when I joined Spectrotel as Vice President
19 of Operations in 2007 and was later promoted to Chief Operating Officer. I began my career at Mobile Comm, a
20 Bell South Company and then later took management positions at two start-up companies, Geotek and Prism
21 Communications. In 2000, I moved to the role of Vice President, Customer Care for InfoHighway
22 Communications, f/k/a Eureka Broadband Corporation where over the next seven years, I was part of the
23 management team that grew the company from a small start up to a \$100 million corporation. At Spectrotel, I
24 am responsible for managing and leading all day to day operations including, sales, sales operations, customer
25 care, provisioning and engineering, quality assurance, regulatory, product management, and marketing.

26
27 **Q. What is the purpose of your testimony?**

28 A. The purpose of my testimony is to present evidence describing the technical, managerial and financial fitness of
29 Spectrotel to provide resold and facilities-based local telecommunications services in Tennessee. This testimony
30 will also describe the services proposed by Spectrotel and the proposed tariff structure. Finally, the purpose of
31 my testimony is to show that the public interest will be served by approval of the application of Spectrotel for a
32 certificate of public convenience and necessity.

1 **Q. Are all Statements in Spectrotel's application true and correct to the best of your knowledge,**
2 **information and belief?**

3 A. Yes. I have reviewed the complete application package and believe it to be true and correct to the best
4 of my knowledge, information and belief.
5

6 **Q. Is Spectrotel authorized to do business in Tennessee?**

7 A. Yes. Spectrotel received a Certificate of Authority from the Tennessee Secretary of State dated
8 February 18, 2005, authorizing it to do business in Tennessee as a foreign corporation. The company
9 remains in good standing in the state of Tennessee. A copy of the Certificate of Authority was attached
10 as Exhibit D to the Company's Application.
11

12 **Q. Please describe the authority for which Spectrotel has applied in Tennessee.**

13 A. Spectrotel is asking that the Commission issue a Certificate of Public Convenience and Necessity
14 authorizing Spectrotel to provide facilities-based and resold local exchange and exchange access
15 services and resold interexchange services in Tennessee.
16

17 **Q. In what geographic area does Spectrotel request authority to provide local exchange services?**

18 A. Spectrotel initially intends to offer service in the area presently served by AT&T.
19

20 **Q. Please describe Spectrotel's managerial qualifications.**

21 A. Spectrotel has the managerial resources necessary to provide customers in the State of Tennessee with
22 high quality telecommunications services. The members of Spectrotel's senior management team have
23 extensive management and telecommunications experience. Spectrotel is guided by Jacob J. Dayan, its
24 President and Chief Executive Officer. Exhibit E of the Company's Application provides biographies
25 for the Spectrotel management team that demonstrates Spectrotel's managerial expertise to provide the
26 services for which authority is requested.

1 **Q. Please describe Spectrotel's technical qualifications.**

2 A. Spectrotel has a very strong and experienced management team. Biographies of key executives and
3 technical personnel have been included with the Company's application.
4

5 **Q. Is Spectrotel financially qualified to provide the local exchange services it proposes within
6 Tennessee?**

7 A. Yes. Spectrotel has ample resources to develop, implement and operate its proposed Tennessee
8 network and provide the services for which authority is requested. The Company is not planning to
9 install any plant or equipment in the state. Serving additional markets via UNE-P does not require any
10 capital investment. The incremental cost of expansion is minimal. The Company has submitted its
11 financial statements as confidential.
12

13 **Q. Please describe the types of services that Spectrotel will offer in Tennessee.**

14 A. Spectrotel will provide local exchange service and custom calling features to residential and business
15 customers. Local exchange service will allow customers to purchase interLATA and intraLATA
16 services at competitive rates.
17

18 **Q. Will Spectrotel offer service to all consumers within its service area?**

19 A. Yes. The Company will offer its services to residential and business customers.
20

21 **Q. Will Spectrotel's proposed local exchange tariff contain all material terms and conditions
22 applicable to its provisioning of local exchange services?**

23 A. Yes. All applicable terms, including those required by the Commission, will be set for in the
24 Company's tariff. Spectrotel understands that it will be necessary for it to obtain Commission approval
25 of its local exchange tariff prior to providing such services in Tennessee.
26

27 **Q. What facilities will Spectrotel use to provide its proposed services?**

28 A. Spectrotel will offer services through a UNE-P arrangement with AT&T.
29

30 **Q. Does Spectrotel currently offer service in Tennessee?**

31 A. No.
32

1 **Q. How will Spectrotel handle customer service matters?**

2 A. Spectrotel will provide comprehensive support services to its customers. Customer service is available
3 24 hours a day, 7 days per week through trained representatives. The toll free telephone number is for
4 business Customers is 888-773-9722 and for residential Customers is 888-700-5850.
5

6 **Q. Does Spectrotel currently offer service in other jurisdictions?**

7 A. Yes. Spectrotel currently provides service in California, Connecticut, Delaware, Florida, Georgia,
8 Illinois, Indiana, Maine, Maryland, Massachusetts, Mississippi, Michigan, New Hampshire, New
9 Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Texas,
10 Vermont, Virginia, West Virginia and Wisconsin.
11

12 **Q. Does Spectrotel plan to offer local exchange telecommunications services in areas served by any**
13 **incumbent local exchange telephone company with fewer than 100,000 access lines?**

14 A. No. Spectrotel will offer service in the territory currently served by AT&T.
15

16 **Q. Briefly describe how approval of Spectrotel's Application is in the public interest.**

17 A. Granting Spectrotel's application will introduce a telecommunications service provider committed to
18 providing high quality, innovative, and technologically advanced services that will further increase
19 telecommunications competition within the state of Tennessee. Spectrotel's network will utilize state-
20 of-the art technology. Spectrotel's service offerings will increase consumer choice, improve the quality
21 and efficiency in telecommunications services and will likely lead to the reduction of consumer costs,
22 as well as stimulate development of additional services by providing competitive incentives to other
23 providers. While Tennessee has experienced some of the benefits of competition, such competition has
24 been mainly for large business customers. Spectrotel plans to bring the benefits of meaningful local
25 exchange competition to Tennessee's residential and business consumers. Thus, granting Spectrotel's
26 application is in the public interest.

Q. Does Spectrotel intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?

A. Yes. Spectrotel intends to comply with all TRA rules, statutes and orders pertaining to the provisioning of telecommunications services in Tennessee, including those for disconnection and reconnection of service.

Q. Has any state ever denied or revoked Spectrotel's authorization to provide intrastate service?

A. No.

Q. Has Spectrotel ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?

A. No.

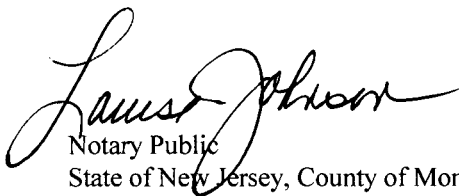
Q. Who is knowledgeable about Spectrotel's operations and will serve as the company's regulatory contact?

A. I will serve as the Company's regulatory contact.

Q. Does this conclude your testimony at this time?

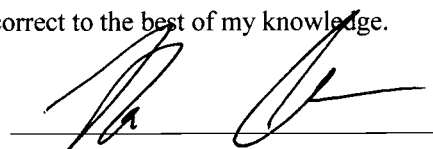
A. Yes.

I swear that the foregoing testimony is true and correct to the best of my knowledge.


Notary Public
State of New Jersey, County of Monmouth

My Commission expires: 7/10/2015

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



Ross Artale, Chief Operating Officer
Spectrotel, Inc.

**SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS**

Exhibit L

Spectrotel intends to operate pursuant to market regulation, in accordance with amended T.C.A. Section 65-5-109 enacted May 21, 2009.

Included with this Exhibit is the Company's switched access services tariff.

**SPECTROTEL, INC.
D/B/A ONETOUCH COMMUNICATIONS
D/B/A TOUCH BASE COMMUNICATIONS**

Exhibit M

Bond

The Applicant is in the process of obtaining a surety bond.

ACCESS SERVICES TARIFF

Spectrotel, Inc.

d/b/a OneTouch Communications

d/b/a Touch Base Communications

Regulations and Schedule of Intrastate Access Rates

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

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ACCESS SERVICES TARIFF

CHECK SHEET

The pages listed below of this tariff are effective as of the date shown. Revised pages contain all changes from the original tariff that are in effect as of the date indicated.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	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	*			
11	Original	*	37	Original	*			
12	Original	*	38	Original	*			
13	Original	*	39	Original	*			
14	Original	*	40	Original	*			
15	Original	*	41	Original	*			
16	Original	*	42	Original	*			
17	Original	*	43	Original	*			
18	Original	*	44	Original	*			
19	Original	*	45	Original	*			
20	Original	*	46	Original	*			
21	Original	*	47	Original	*			
22	Original	*	48	Original	*			
23	Original	*	49	Original	*			
24	Original	*	50	Original	*			
25	Original	*	51	Original	*			

* - Indicates pages included with this filing.

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ACCESS SERVICES TARIFF

EXPLANATION OF SYMBOL

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

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ACCESS SERVICES TARIFF

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ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

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

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

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

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

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

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

Authority - Refers to the Tennessee Regulatory Authority, unless otherwise indicated.

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

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

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

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ACCESS SERVICES TARIFF

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

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

Casual Calling - Where access to the Company's network and the subsequent use of service by the Customer is initiated through the dialing of a toll-free number or Access Code. Casual Calling allows non-Presubscribed customers to utilize the services of the Company.

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

Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ACCESS SERVICES TARIFF

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

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

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

LEC - Local Exchange Company.

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

Message - See Call.

N/A - Not Applicable.

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

NPA - Numbering Plan Area or area code.

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

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

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

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ACCESS SERVICES TARIFF

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

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

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

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

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

PIC - Primary Interexchange Carrier.

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

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

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

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

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

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

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

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

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

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

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

Service Order - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order services offered under this tariff.

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

Special Access - See Dedicated Access.

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

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

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ACCESS SERVICES TARIFF

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

Tandem Switch - See Access Tandem.

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

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

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

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

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

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ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1** The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2** The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3** The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4** The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

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ACCESS SERVICES TARIFF

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

2.2 Use of the Company's Service

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

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ACCESS SERVICES TARIFF

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

2.3 Limitations

- 2.3.1** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4** The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5** The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

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ACCESS SERVICES TARIFF

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

2.4 Assignment and Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

2.5 Application or Service

Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.6 Ownership of Facilities

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

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

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ACCESS SERVICES TARIFF

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

2.7 Liability of the Company

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

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ACCESS SERVICES TARIFF

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

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

- 2.7.6** No liability shall attach to the Company by reason of any defacement or damage to the Customer 's premise resulting from the existence of the Company 's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8** The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.9** Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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ACCESS SERVICES TARIFF

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

2.8 Liability of the Customer

- 2.8.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2** To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3** A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4** The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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ACCESS SERVICES TARIFF

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

2.9 Obligations of the Customer

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

- A.** reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- B.** providing at no charge, as specified by the Company upon ordering service, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
- C.** obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- D.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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

2.9.1 (Cont'd.)

- E.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.91.C.; and granting or obtaining permission for Company agents or employees to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- F.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H.** ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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

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

A. Design of Customer Services

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

B. Network Contingency Coordination

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

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

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

2.9.2 (Cont'd.)

C. Jurisdictional Reports

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

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

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

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

2.9.2 (Cont'd.)

D. Jurisdictional Audits

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

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

2.10 Billing and Payment For Service

2.10.1 Responsibility for Charges

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

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

2.10.2 Minimum Period

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

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

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

2.10.3 Payment for Service

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff. Any known unbilled charges for prior periods and any known unbilled adjustments also will be applied to this bill. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill. The Company reserves the right to utilize as its sole and exclusive billing method electronic invoices that are accessible by the Customer via a secure web interface.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. 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.
- E. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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

2.10.3 Payment for Service, (Cont'd.)

- F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- G. Amounts not paid within 30 days after the mailing date of invoice will be considered past due.

2.10.4 Disputed Charges

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

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

2.10.5 Late Payment Fees

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

2.10.6 Returned Check Charge

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

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

2.11 Taxes, Surcharges and Fees

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

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

2.12 Deposits and Advanced Payments

2.12.1 General

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

2.12.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Authority rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months service.
- C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate of 3% per annum.
- D. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- E. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

2.12.3 Advance Payments

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

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2.13 Cancellation by Customer

2.13.1 General

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

2.13.2 Cancellation of Application for Service

- A.** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The charges described above will be calculated and applied on a case-by-case basis.

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2.14 Cancellation by Company

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

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

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

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2.14 Cancellation by Company, (Cont'd.)

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

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

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2.15 Restoration of Service

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

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2.16 Provision of Company Equipment and Facilities

- 2.16.1** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.16.2** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.16.3** Equipment the Company provides or installs at the Customer premise shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A.** the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - B.** the reception of signals by Customer-provided equipment; or
 - C.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

ACCESS SERVICES TARIFF

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

2.17 Interconnection

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

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2.18 Customer-Provided Equipment

- 2.18.1** The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2** Terminal equipment on the user's premise and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.4** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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

2.19 Inspection, Testing and Adjustments

- 2.19.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.19.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.
- 2.19.3** The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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ACCESS SERVICES TARIFF

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

2.20 Allowances for Interruptions in Service

2.20.1 General

- A.** Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B.** An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premise for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

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

2.20.2 Limitations of Allowances

- A.** No credit allowance will be made for any interruption in service:
1. due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
 2. due to the failure of power, equipment, systems, connections or services not provided by the Company;
 3. due to circumstances or causes beyond the reasonable control of the Company;
 4. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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

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

2.20.2 Limitations of Allowances, (Cont'd.)

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

2.20.3 Use of Another Means of Communications

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

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

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

2.20.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 2.20.2 A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)
B = total monthly recurring charge for affected service.
- D. No credits will be provided for usage sensitive services.

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

2.21 Notices and Communications

- 2.21.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3** Notice of a pending disconnection of a Customer 's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4** Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5** Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.21.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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

2.22 Mixed Interstate and Intrastate Switched Access Services

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

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

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

ACCESS SERVICES TARIFF

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

2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities

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

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

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

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

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

3.2 Manner of Provision

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

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ACCESS SERVICES TARIFF

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

3.3 Rate Categories

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

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

3.3.1 End Office Switching

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

A. Common Line

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

B. Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office that serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

C. End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

ACCESS SERVICES TARIFF

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

3.3 Rate Categories, (Cont'd.)

3.3.2 Toll-Free 8XX Data Base Query

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

3.3.3 Switched Access Optional Features

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

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

3.4 Access Ordering

3.4.1 General

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

3.4.2 Access Service Date Intervals

- A. Access Service is provided with Standard or Negotiated Intervals
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
 - 1. For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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

3.4 Access Ordering, (Cont'd.)

3.4.2 Access Service Date Intervals, (Cont'd.)

B. (Cont'd.)

2. For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Company will negotiate a Service Date interval with the Customer when:

- (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- (b) There is no existing facility connecting the Customer Premises with the Company; or
- (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
- (d) The Company determines that Access Service cannot be installed within the Standard Interval.

C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.4.3 Access Service Request Modifications

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

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ACCESS SERVICES TARIFF

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

3.5 Special Construction or Special Service Arrangements

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

3.6 Obligations of the Company

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

A. Network Management

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

ACCESS SERVICES TARIFF

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

3.6 Obligations of the Company, (Cont'd.)

3.6.1 (Cont'd.)

B. Design and Traffic Routing of Switched Access Service

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

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

ACCESS SERVICES TARIFF

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

3.7 Obligations of the Customer

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

A. Report Requirements

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

1. Jurisdictional Reports

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

2. Code Screening Reports

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

B. On and Off-Hook Supervision

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

ACCESS SERVICES TARIFF

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

3.8 Rate Regulations

3.8.1 General

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

3.8.2 Types of Charges

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

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

3.8 Rate Regulations, (Cont'd.)

3.8.3 Measurement of Access Minutes

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

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

3.8 Rate Regulations, (Cont'd.)

3.8.4 Moves

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

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

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

1. Moves Within the Same Building

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

2. Moves to a Different Building

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

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

3.8 Rate Regulations, (Cont'd.)

3.8.5 Installation of Optional Features

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

3.8.6 Service Rearrangements

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

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

3.9 Rates and Charges

3.9 Rates and Charges

3.9.1 Common Line Access Service

- Per Originating Minute	Note ¹
- Per Terminating Minute	Note ¹

3.9.2 Tandem Connect Access

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

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

3.9.3 End Office Switching

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

Per Query	\$0.0075
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Note¹ All access minutes are billed at a single rate per minute found in Section 3.9.3, Local Switching. This composite includes elements traditionally billed as Tandem Switched Transport.

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

3.9 Rates and Charges, (Cont'd.)

3.9.5 Service Order Charges

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

A. Service Implementation

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

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

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

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ACCESS SERVICES TARIFF

SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

4.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

4.2 Special Service Arrangements

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

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

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

4.3 Non-Routine Installation Charges

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

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

4.4 Special Construction Charges

4.4.1 General

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

Issued: August 12, 2011

Effective:

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

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