

REGULATIONS, TERMS, CONDITIONS,
AND RATES APPLICABLE TO
INTERSTATE TELECOMMUNICATIONS SERVICES
FURNISHED BY

CRC COMMUNICATIONS LLC
d/b/a OTT Communications

TARIFF FOR INTERSTATE ACCESS SERVICE

All of the material in this Tariff is new.

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INTERSTATE ACCESS SERVICES

CHECK SHEET

Pages 1 and 43 of this Tariff are effective as of the date shown. Original and revised pages as named below contain all changes that are in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Fourth*	28	Original
2	Original	29	Original
3	Original	30	Original
4	Original	31	Original
5	Original	32	Original
6	Original	33	Original
7	Original	34	Original
8	Original	35	Original
9	Original	36	Original
10	Original	37	Original
11	Original	38	First
12	Original	39	First
13	Original	40	First
14	Original	41	First
15	Original	42	First
16	Original	43	Fourth*
17	Original	44	Original
18	Original	45	Original
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		

INTERSTATE ACCESS SERVICES

TABLE OF CONTENTS

Check Sheet	1
Table of Contents.....	2
Concurring Carriers.....	5
Connecting Carriers	5
Other Participating Carriers	5
Registered Service Marks.....	5
Registered Trademarks	5
Explanation of Symbols	5
Section 1 - Application of Tariff	6
Section 2 – General Regulations	7
2.1 Undertaking of the Company	7
2.1.1 Scope.....	7
2.1.2 Provision of Services.....	8
2.1.3 Ownership of Facilities	8
2.1.4 Service Maintenance.....	8
2.1.5 Changes and Substitutions	8
2.1.6 Shortage of Equipment or Facilities	9
2.1.7 Notification of Service-Affecting Activities	10
2.1.8 Coordination with Respect to Network Contingencies	10
2.1.9 Limitations	11
2.1.10 Liability	12
2.1.11 Non-routine Installation	16
2.1.12 Special Construction	16
2.2 Term and Charge of Service	17
2.3 Obligations of the Customer.....	18
2.3.1 Payment of Charges	18
2.3.2 Damages.....	19
2.3.3 Equipment Space and Power.....	19
2.3.4 Rights-of-way	19
2.3.5 Availability for Installing, Maintaining, and Removing	20
2.3.6 Customer Provided Equipment	20
2.3.7 Coordination with Respect to Network Contingencies	21

INTERSTATE ACCESS SERVICES

TABLE OF CONTENTS (cont'd)

Section 8 – Rates and Charges	43
8.1 Switched Access Service	44
8.2 Other Services	45

INTERSTATE ACCESS SERVICES

CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

REGISTERED SERVICE MARKS

OTT Communications

REGISTERED TRADEMARKS



EXPLANATION OF SYMBOLS

- C to signify changed regulation.
- D to signify discontinued rate or regulation.
- I to signify increase to a rate or charge.
- M to signify matter relocated without change.
- N to signify new rate or regulation.
- R to signify reduction to a rate or charge.
- S to signify matter reissued without change.

INTERSTATE ACCESS SERVICES

Section 1 - APPLICATION OF TARIFF

The terms and conditions in this Tariff apply to the Interstate Common Carrier Telecommunications Services provided by the Issuing Carriers of this Tariff, hereinafter the Company. The Company may provide any of the services offered under this Tariff or any combination of services to Customers through the use of contracts. Terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Customized service packages and competitive pricing arrangements at negotiated rates may be furnished on an individual case basis. Rates in other Sections of this Tariff do not apply to Customers who agree to contract arrangements with respect to services within the scope of the contract. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Shortage of Equipment or Facilities

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B. The Company reserves the right to limit or to allocate the use of its facilities when necessary because of lack of facilities or due to some other cause beyond the Company's control. The Company may obtain facilities from other carriers to furnish service as required at the sole discretion of the Company.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.7 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. Some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, may not allow for notification to the Customer.

2.1.8 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man made disasters which affect telecommunications services.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.9 Limitations

A. Assignment or Transfer of Services

All services provided under this Tariff are directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of use or relocation of the service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees, as well as conditions of service.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

B. Use and Restoration of Service

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.10 Liability

A. Limits of Liability

The liability of the Company for damages arising out of the furnishing of its service, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of such allowances as set forth in the section of this Tariff on Allowances for Interruptions in Service. The extension of such allowance for interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company.

The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.

In no event shall the Company be liable for any incidental, indirect, special, consequential, exemplary, or punitive damages (including lost revenue or profits) of any kind whatsoever regardless of the cause of foreseeability thereof.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.10 Liability (cont'd)

F. Indemnification of the Company (cont'd)

4. In the event parties other than the Customer, including but not limited to joint users and the Customer's customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer shall forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments, which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

G. Warranties or Representation by the Company

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.

H. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.11 Non-routine Installation

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

2.1.12 Special Construction

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

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

Rates and charges for special construction are provided on an individual case basis

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.2 Term and Charge of Service

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.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer

2.3.1 Payment of Charges

The Customer shall be responsible for payment of all applicable charges pursuant to this Tariff. When mixed Interstate and Intrastate Switched Access Service is provided, all charges (i.e. non-recurring, monthly and/or usage) including optional features and functions charges, will be prorated between Interstate and Intrastate. The percentage determined as set forth in Sections 2.3.9 or 2.3.10 following will serve as the basis for prorating the charges unless the Company is billing by jurisdiction according to actual measured usage. The percentage of an access service to be charged as Interstate is applied in the following manner:

- A. For monthly and non-recurring chargeable rate elements, multiply the percent Interstate use times the quantity of chargeable elements times the stated Tariff rate.
- B. For usage sensitive (i.e. access minutes and calls) chargeable rate elements, multiply the percent Interstate use times actual use (i.e. measured) times the stated Tariff rate.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.5 Availability for Installing, Maintaining, and Removing

The Customer shall grant or obtain permission for Company employees or agents to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to Company's facilities.

2.3.6 Customer-Provided Equipment

The Customer shall be responsible for the provision, operation and maintenance of any Customer-Provided Equipment (CPE), which is connected, to Company's equipment and/or facilities, and for ensuring that such CPE is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such CPE shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon Company request, Customer will submit to Company a complete manufacturer's specification sheet for each item of CPE that is or is proposed to be attached to Company's facilities. Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any CPE.

INTERSTATE ACCESS SERVICES

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.9 Jurisdictional Report -Switched Access

The Customer must indicate a Percent of Interstate Use (PIU) factor in a whole number when ordering Switched Access Service. A Customer provided PIU factor is required on each Access Service Request.

Where jurisdiction can be determined or estimated from the call detail, the Company will develop a projected PIU factor from the call detail, which will be used to bill the Customer. Where call detail is insufficient to determine or estimate the jurisdiction, the Customer will provide a Jurisdictional Report indicating the projected PIU factor in whole number. The Company will use the Jurisdictional Report to bill all Interstate usage and Interstate rates and/or nonrecurring charges until the Company receives a revised report from the Customer. The following regulations govern such estimates, their reporting by the Customer and cases where the Company will develop jurisdictional percentages.

A. General

Except where Company measured or estimated access is used as set forth following, the Customer shall update its PIU as set forth in paragraphs B. or C. following and such report will be used for billing purposes until the Customer reports a different projected Interstate percentage. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.9 Jurisdictional Report-Switched Access

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.9 Jurisdictional Report-Switched Access (cont'd)

C. Directory Assistance Service

When a Customer orders Directory Assistance Service, the Customer shall in its order, provide the PIU for terminating use in a whole number (a number of 0 through 100) for each Directory Access Service group ordered. (A method the Customer may wish to adopt could be to use its terminating traffic from its premise to the involved Directory Assistance Location and calculate the PIU as set forth in paragraph B. preceding.)

D. All Other Type of Access Service

The Customer must provide the Company with a projected PIU for all other type of access including 500, 700, 800, 888, 900, etc.

2.3.10 Determination of Jurisdiction of Mixed Use Special Access Service

When an ASR is submitted for Interstate and Intrastate Special Access Service, the Customer will provide to the Company an estimate of whether the Interstate traffic will comprise more than ten (10) percent or less than ten (10) percent of total traffic:

- A. If the Customer estimates that the Interstate traffic on the service involved constitutes less than ten (10) percent of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the Company's Intrastate Access Tariff.
- B. If the Customer estimates that the Interstate traffic on the service involved constitutes ten (10) percent or more of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)



INTERSTATE ACCESS SERVICES

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.5 Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, if authorized by the Company and subject to technical limitations established by the Company. Service furnished by such interconnection is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.6 Inspection, Testing and Adjustment

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. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the noncompliance of the Customer.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.7 Payment Arrangements and Credit Allowances

2.7.1 Payment of Rates, Charges, and Deposits

A. Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this Tariff.

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.7 Payment Arrangements and Credit Allowances (cont'd)

2.7.1 Payments of Rates, Charges, and Deposits (cont'd)

D. Taxes, Fees and Assessments

The Company reserves the right to bill any and all applicable taxes, fees and assessments in addition to normal rates and charges for services provided to the Customer. Taxes, fees and assessments include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, Gross Receipts Tax and assessments for universal service, local number portability, number administration, etc. Such taxes, fees and assessments are in addition to rates as quoted in this Tariff and will be itemized separately on Customer invoices.

2.7.2but

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.8 Cancellation of Service or Application for Service

A. Cancellation of Service

The Customer may have service discontinued upon written notice to the Company. 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 the date that the written cancellation notice is received, whichever is later. If Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reasons, Customer agrees to pay to Company all costs, fees and expenses reasonably incurred in connection with special construction and with the term of service. In addition, Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value).

B. Cancellation of Application of Service

Applications for service are non-cancelable unless the Company otherwise agrees. 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. These charges will be calculated and applied on a case-by-case basis.

2.9 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.9 Refusal or Discontinuance by the Company (Cont'd)

the provisions of this Tariff, or in violation of the law without incurring any liability. The Company may render bills subsequent to the termination of service for charges incurred before termination.

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment without incurring any liability.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.9 Refusal or Discontinuance by the Company (Cont'd)

When Access Service is provided by more than one (1) Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Companies initiating the service denial for nonpayment.

2.10 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

If a service is disconnected by the Company in accordance with Section 2.9 preceding and later restored, restoration of service will be subject to all applicable installation charges.

2.11 Changes in Equipment and Services

Upon receipt of a written request from Customer, Company will add, delete or change locations or features of specific circuits and/or equipment. Customer shall be liable for non-recurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, Customer will be subject to Company's termination charges.

2.12 Use of Recording Devices

Customer and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

INTERSTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.12 Use of Recording Devices (Cont'd)

- A. A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.
- B. A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.
- C. The requirements of paragraphs A. and B. are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

2.13 Assignment

- A. Company may, without obtaining any further consent from Customer, assign any of its rights, privileges or obligations under this Tariff to any subsidiary, parent company or affiliate of Company; pursuant to any sale or transfer of substantially all the business of Company; or pursuant to any financing, merger, merger or reorganization of Company.
- B. Customer may, upon prior written consent of Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this Tariff to any subsidiary, parent Company or affiliate of Customer; pursuant to any sale or transfer of substantially all the business of Customer; or pursuant to any financing, merger or reorganization of Customer. Any attempt of Customer to privileges or obligations under this Tariff without the consent of Company shall be null and void.

2.14 License. Agency or Partnership

No license, express or implied, is granted by Company to Customer by virtue of an agreement for the furnishing of service hereunder. Neither Customer nor any joint or Authorized Users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's

INTERSTATE ACCESS SERVICES

INTERSTATE ACCESS SERVICES

Section 3 – ACCESS ORDERING

Maine and New Hampshire:

as those set forth in the Commission's Order in *Interstate Access Services of FairPointe Communications*, F.C.C. No. 15-4, n 3 – 55, or its T* 1

INTERSTATE ACCESS SERVICES

Section 4 - CARRIER COMMON LINE ACCESS SERVICES

Maine and New Hampshire:

(T)

All regulations, terms, rates and conditions applicable to this section are the same as those set forth in The FairPoint Companies' Tariff F.C.C. No. 1, Section 30.3, or its successor as they apply to interstate access service provided by the Company.

Massachusetts:

(N)

All regulations, terms, rates, and conditions applicable to this section are the same as those set forth in the Verizon Telephone Companies' Tariff F.C.C. No. 11, Section 30.3, or its successor as they apply to interstate access service provided by the Company.

(N)

INTERSTATE ACCESS SERVICES

Section 5 - SWITCHED ACCESS SERVICES

Maine and New Hampshire:

(T)

All regulations, terms, rates and conditions applicable to this section are the same as those set forth in The FairPoint Companies' Tariff F.C.C. No. 1, Section 6, or its successor as they apply to interstate access service provided by the Company except as stated in Section 8.

Massachusetts:

(N)

All regulations, terms, rates, and conditions applicable to this section are the same as those set forth in the Verizon Telephone Companies' Tariff F.C.C. No. 11, Section 6, or its successor as they apply to interstate access service provided by the Company.

(N)

INTERSTATE ACCESS SERVICES

Section 6 – SPECIAL ACCESS SERVICE

Maine and New Hampshire:

All regulations, terms, rates and conditions applicable to this section are the same as those set forth in The FairPoint Companies' Tariff F.C.C. No. 1, Section 7, or its successor as they apply to interstate access service provided by the Company.

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INTERSTATE ACCESS SERVICES

Section 7 – ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

Maine and New Hampshire:

(T)

All regulations, terms, rates and conditions applicable to this section are the same as those set forth in The FairPoint Companies' Tariff F.C.C. No. 1, Section 13, or its successor as they apply to interstate access service provided by the Company.

Massachusetts:

(N)

All regulations, terms, rates, and conditions applicable to this section are the same as those set forth in the Verizon Telephone Companies' Tariff F.C.C. No. 11, Section 13, or its successor as they apply to interstate access service provided by the Company.

(N)



	<u>Rate</u>
Per Query	
Basic	\$ 0.0053
Vertical	\$ 0.0059

Rates Per Access Minute

Local Originating and Terminating

	<u>LATA</u>	<u>Originating</u>	
Maine	120	.005401	
New Hampshire	122	.004082	
Massachusetts	126	.003871	
All Others		Composite switch rate of the Incumbent Local Exchange Carrier	

Tandem-Switched End Office and Transport

	<u>LATA</u>	<u>Terminating</u>	
Maine	120	.000700	(R)
New Hampshire	122	.000700	(R)
Massachusetts	126	*	
All Others		Composite switch rate of the Incumbent Local Exchange Carrier	(T)

~~* The rates, charges, and conditions for the provision of interstate carrier access services are...~~

Issued: July 6, 2017

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INTERSTATE ACCESS SERVICES

Section 8 - RATES AND CHARGES

8.2 Other Services

8.2.1 Access Ordering

A.	Access Order Charge	<u>Charge</u>
	Per Order	\$ 136.00
B.	Service Date Change Charge	
	A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 8.3.1 (A) preceding does not apply.	
	Per Order	\$ 53.00
C.	Design Change Charge	
	The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.	
	Per Order	\$ 53.00
D.	Miscellaneous Service Order Charge	
	Per Occurrence	\$ 53.00

INTERSTATE ACCESS SERVICES

Section 8 - RATES AND CHARGES

8.2 Other Services (cont'd)

8.2.3 Specialized Service or Arrangements Rate

Specialized Service or Arrangements are
provided on an individual case basis. ICB