

30-day Filing ID # 2780



November 23, 2010
Via Overnight Delivery

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Ms. Brandy Darlington
Indiana Utility Regulatory Commission
Indiana Government Center South
302 West Washington Street, Suite E306
Indianapolis, IN 46204

RE: Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications Initial Intra-state Switched Access Services Tariff No. 1

Dear Ms. Darlington:

Enclosed for filing please find the original and two (2) copies of the initial switched access services submitted on behalf of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications. This filing replaces the tariff originally submitted to the Commission on March 2, 2010 and withdrawn on October 22, 2010.

An affidavit of publication in the Indy Star is included in Exhibit A and a copy of the Company's interstate switched access services tariff is included with this filing as Exhibit C.

Please acknowledge receipt of this filing. Any questions you may have regarding this filing may be directed to my attention at (407) 740-3031 or sthomas@tminc.com.

Sincerely,

Sharon Thomas
Consultant to Spectrotel, Inc.

Sec

ST/im.
Enclosure

cc: V. Leon, Spectrotel, Inc.
file: Spectrotel, Inc. - IN Access
tms: INA1001B

#2780

EXHIBIT A

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

AFFIDAVIT OF NOTICE

RECEIVED

NOV 24 2010

**INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION**

PUBLISHER'S AFFIDAVIT

State of Indiana SS:
MARION County

Personally appeared before me, a notary public in and for said county and state,
the undersigned **Kerry Dodson** who, being duly sworn, says that SHE is clerk
of the INDIANAPOLIS NEWSPAPERS a DAILY STAR newspaper of general circulation
printed and published in the English language in the city of INDIANAPOLIS in state
and county aforesaid, and that the printed matter attached hereto is a true copy,
which was duly published in said paper for 1 time(s), between the dates of:

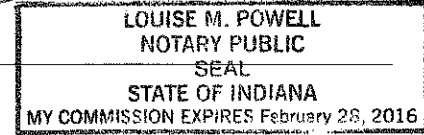
11/19/2010 and 11/19/2010

Kerry Dodson Clerk
Title

Subscribed and sworn to before me on 11/19/2010

Louise M. Powell
Notary Public

My commission expires: _____



NOTICE OF FILING OF ACCESS TARIFF

NOTICE IS HEREBY GIVEN that SpectroTel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications intends to submit an initial access tariff to the Indiana Utility Regulatory Commission on November 24, 2010. This filing contains rates, terms and conditions for switched access services provided to interexchange carriers and is expected to be approved after December 24, 2010.

NOTICE IS FURTHER GIVEN that a copy of the proposed tariff is available for inspection on the Indiana Utility Regulatory Commission website. Any person desiring to file an objection to the rates, terms and conditions described in this tariff must do so within 30 days from the date publication of this notice. Objections must be filed with the Indiana Utility Regulatory Commission, 101 West Washington Street, Suite 1500, E. Indianapolis, IN 46204 and the Office of Utility Consumer Counselor 115 W. Washington St., Suite 1500 S, Indianapolis, IN 46204. (S - 11/19/10 - 5740463)

EXHIBIT B

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

PROPOSED INTRASTATE SWITCHED ACCESS SERVICES TARIFF

RECEIVED

NOV 24 2010

**INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION**

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

I.U.R.C. Tariff No. 1

Original Title Page

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

INDIANA

TELECOMMUNICATIONS ACCESS SERVICES TARIFF

OF

SPECTROTEL, INC.

d/b/a OneTouch Communications

d/b/a Touch Base Communications

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications ("the Company") within the State of Indiana. This tariff is on file with the Indiana Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 3535 State Highway 66, Suite 7, Neptune, NJ 07753.

RECEIVED

NOV 24 2010

**INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION**

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

CHECK SHEET

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

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

* Indicates pages submitted with most recent filing. **RECEIVED**

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

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

I.U.R.C. Tariff No. 1

Original Page 2

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

CHECK SHEET, (Cont'd.)

SHEET	REVISION	
61	Original	*
62	Original	*
63	Original	*
64	Original	*
65	Original	*
66	Original	*
67	Original	*
68	Original	*
69	Original	*
70	Original	*
71	Original	*
72	Original	*
73	Original	*
74	Original	*
75	Original	*

* Indicates pages submitted with most recent filing.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

TABLE OF CONTENTS

Title Page.....	Title
Check Sheet	1
Table of Contents	3
Symbols	4
Tariff Format	5
Section 1 - Definitions	6
Section 2 - Rules and Regulations	11
Section 3 - Ordering Options for Access Service	53
Section 4 - Switched Access Service	58
Section 5 - Switched Access Rates	61
Section 6 - Miscellaneous Charges.....	69
Section 7 - Dedicated Access Service.....	74
Section 8 - Special Arrangements.....	75

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SYMBOLS

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

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

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

TARIFF FORMAT

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

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

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

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

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

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS

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

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

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

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

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

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

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The Indiana Public Service Commission.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

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

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this tariff to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff or tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

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

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

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

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company's services offered pursuant to this tariff are furnished for Switched Access Service. The Company may offer these services over its own or leased facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.
- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INAJ001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

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

- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

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

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

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

- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

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

- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

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

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

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

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

- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

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

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

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

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.1.8 Special Construction, (Cont'd.)

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGULATORY SERVICES DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.1 The Customer shall be responsible for:, (Cont'd.)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELEPHONE ROOM

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements

A. Jurisdictional Reports

1. Percent Interstate Usage (PIU)

- (a) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.
- (b) When a customer initially orders Switched Access service, the customer shall state in its order the Percentage Interstate Usage (PIU) on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

- FGA
- FGB
- FGD
- 500
- 700 Service Access
- 8XX Toll Free
- 900
- Entrance Facilities
- Dedicated Interoffice Channel
- Channelization Equipment

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
111 COMMUNICATIONS BUILDING

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

A. Jurisdictional Reports, (Cont'd.)

1. Percent Interstate Usage (PIU), (Cont'd.)

(b) (Cont'd.)

For FGA, FGB, FGD, 500, 700, 8XX Toll Free, and 900, this PIU will be applicable to all flat and minute of use based rate elements, as applicable. In the event the customer does not supply the projected PIU and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIU of 50 percent will be applied.

The PIU factor provided for flat-rated services shall reflect the combination of all traffic types which transverse such facility category.

Additionally, upon employing the 700 Access Code over FGD, the customer must provide the Telephone Company the PIU for the 700 calls. A PIU of less than 100 percent is not allowed in those LATAs where the service is not also available as an intrastate access service.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

A. Jurisdictional Reports, (Cont'd.)

1. Percent Interstate Usage (PIU), (Cont'd.)

(b) *continued*

Each quarter the customer shall furnish to the Telephone Company a report of the PIU on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

FGA
FGB
FGD Terminating
500
700 Service Access
8XX Toll Free
900
Entrance Facilities
Dedicated Interoffice Channel
Channelization Equipment

The customer shall compute the PIU using the following formula (rounded to a whole percentage).

Total Interstate Originating Minutes	+	Total Interstate Terminating Minutes

Total Originating Minutes	+	Total Terminating Minutes

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
THE COMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

A. Jurisdictional Reports, (Cont'd.)

1. Percent Interstate Usage (PIU), (Cont'd.)
 - (c) When the customer computes the PIU it shall subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages shall equal 100 percent.
2. For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate FGA and/or FGB information reported as set forth in 1 preceding will be used to determine the charges as follows:
 - (a) For all groups, the number of access minutes (either the measured minutes or the assumed minutes) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the projected interstate access minutes for the group will be the developed intrastate access minutes.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

A. Jurisdictional Reports, (Cont'd.)

3. When a customer initially orders FGD, the customer shall state in its order the Percentage Interstate Usage (PIU). When a customer orders FGD, 500, 8XX Toll Free or 900, the Telephone Company, where the jurisdiction can be determined from the call detail, will determine the interstate percentage as follows. For originating access minutes, the interstate percentage will be developed on a monthly basis by end office when the FGD, 500, 8XX Toll Free or 900 access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. When originating call details are insufficient to determine the jurisdiction for the call, the customer shall supply the projected interstate percentage or authorize the Telephone Company to use the Telephone Company developed percentage. In the event the customer does not supply the projected PIU and the Telephone Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Telephone Company as the interstate percentage for such call detail.

As indicated herein, the customer must supply the interstate PIU on a statewide, LATA or billing account number level for terminating FGD service. The PIU supplied shall be on a local exchange company specific basis. All customers must supply the interstate PIU for terminating FGD service following the criteria set forth in this tariff. The Telephone Company will designate the number obtained by subtracting the interstate percentage for originating and terminating access minutes calculated by the Telephone Company from 100 (100 - Telephone Company calculated projected interstate percentage + intrastate percentage) as the projected intrastate percentage of use. A PIU of less than 100 percent is not allowed in those LATAs where the interstate service is not also available in the appropriate intrastate access tariff.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

A. Jurisdictional Reports, (Cont'd.)

4. For usage originating from or terminating to an end office that is located in a state that is part of a LATA of a different state (cross boundary), the customer shall provide a statewide PIU per service type for the state where the end office is physically located. The Telephone Company will apply this state level PIU when the call detail is insufficient to determine the appropriate jurisdiction of the call. In the event the customer does not supply the projected state level PIU and the Telephone Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Telephone Company as the interstate percentage for such call detail.
5. For Billing Name and Address for ANI service, the customer shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Telephone Company thereafter. The Billing Name and Address for ANI PIU factor shall be reported as required herein.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

A. Jurisdictional Reports, (Cont'd.)

6. Effective on the first of January, April, July and October of each year the customer shall update the interstate and intrastate jurisdictional report, except where Telephone Company Measured Access minutes are used as set forth in 3. preceding. The customer shall forward to the Telephone Company, to be received no later than 30 days after the first of each such month, a revised report or letter for all services showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the customer does not supply an updated quarterly report or letter, the Telephone Company will assume percentages to be the same as those provided in the last quarterly report or letter accepted by the Telephone Company. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Telephone Company will assume the PIU factors to be the most recent audited results. For those cases in which a quarterly report or letter has never been received from the customer, the Telephone Company will assume the PIU factors to be the most recent audit results, to be the same as provided in the order for service if no audit has been performed, or 50 percent.
7. The customer may also report Percent Intrastate InterLATA (PIL) and Percent Common Line (PCL) factors. In the event the customer does not supply the projected PIL, and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIL of 75 percent will be applied. In the event the customer does not supply the projected PCL, then a PCL of 100 percent will be applied.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

B. Jurisdictional Report Verification

1. When a customer provides a projected interstate usage percent as set forth preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for Access, the Telephone Company may, by written request, require the customer to provide the data the customer used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The customer shall supply the data to an independent auditor or the Telephone Company within 30 days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth following and upon request of the Telephone Company make the records available for inspections at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Telephone Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Telephone Company.

Changes to the reported PIU will not be made for the test period. If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the customer will be in violation of this tariff and subject to the remedies described herein.

2. Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Telephone Company and customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Telephone Company and customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

B. Jurisdictional Report Verification, (Cont'd.)

3. Audits may be conducted by: (a) an independent auditor under contract to the Telephone Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the customer. If the customer selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following F.C.C. procedures for measuring interstate traffic as established by Commission Order, and provide to the Telephone Company a report with supporting documentation to verify such procedures.

4. If a billing dispute arises or a regulatory commission questions the projected interstate percentage, the Telephone Company will ask the customer to provide the data the customer used to determine the projected interstate percentage. The customer shall supply the data within 30 days of the Telephone Company request. The customer shall keep records from which the percentage was determined and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

C. Maintenance of PIU Records

1. The customer shall retain for a minimum of six (6) months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth preceding. Such records shall consist of (a) and (b), if applicable, following:
 - (a) All call detail records such as workpapers and/or backup documentation including paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and;
 - (b) If the customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TRANSMISSIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

D. PIU Audit Results

1. Audit results will be furnished to the customer via Certified U.S. Mail (return receipt requested). The Telephone Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to A. preceding. If the revised PIU submitted by the customer represents a deviation of 5 percentage points or more, from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in B. preceding may be applied.
2. Both credit and debit adjustments will be made to the customer's interstate access charges for the specified period to accurately reflect the interstate usage for the customer's account consistent with the provisions set forth herein.
3. If, as a result of an audit conducted by an independent auditor, a customer is found to have over-stated the PIU by 20 percentage points or more, the Telephone Company shall require reimbursement from the Customer for the cost of the audit. Such bill (s) shall be due and paid in immediately available funds 30 days from receipt and shall carry a late payment penalty as set forth herein if not paid within the 30 days.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

E. Contested Audits

1. When a PIU audit is conducted by an independent auditor selected by the Telephone Company, the audit results will be furnished to the customer by Certified U.S. Mail (return receipt requested). The customer may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Telephone Company within thirty (30) calendar days from the date the audit report is furnished to the customer. When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail (return receipt requested). The Telephone Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the customer within thirty (30) calendar days from the date the audit report is furnished to the Telephone Company.
2. Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Telephone Company and the customer. Arbitration is an option provided in addition to the customer's existing right to file a complaint or legal action in a court of law or at the FCC for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Telephone Company operating territory where the customer maintains a principle or significant presence or a state and location within the Telephone Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the customer's PIU based on A. preceding.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

E. Contested Audits, (Cont'd.)

3. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.
4. Absent written notification, within the time frame noted above, the customer must comply with the provisions set forth herein. If the customer fails to comply with these provisions, the Telephone Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the customer as specified herein.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGULATORY AFFAIRS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.4.2 Station Equipment, (Cont'd.)

A. (Cont'd.)

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or tariffs of the other communications carriers which are applicable to such connections.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

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

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
111 WEST WASHINGTON STREET, INDIANAPOLIS, IN 46204

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.1 Payment for Service, (Cont'd.)

- 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.

RECEIVED

NOV 24 2010

Issued: November 24, 2010

Issued by: Vanessa Leon, Director of Regulatory Affairs

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Effective:

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.1 Payment for Service, (Cont'd.)

F. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 21 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 21 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 21 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
STATE OF INDIANA

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

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

- 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 2.5.2.
- 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 2.5.2.
- 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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

RECEIVED

NOV 24 2010

OHIO UTILITY REGULATORY COMMISSION
COLUMBUS, OHIO

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

- E.** Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F.** The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-f), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

RECEIVED

NOV 24 2010

OREGON UTILITY REGULATORY COMMISSION
REGULATORY AFFAIRS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

1. (Cont'd.)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

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

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

III. Any other Fraudulent means or devices; or

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G.** In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

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

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TRANSMISSIONS AND ENERGY DELIVERY

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

RECEIVED

NOV 24 2010

Issued: November 24, 2010

REGULATORY AFFAIRS
TELECOMMUNICATIONS SECTION

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.8 Notices and Communications

- 2.8.1 The Customer shall designate on the Service Order, or equivalent, an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 The Company shall designate on the Service Order, or equivalent, an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed, as set forth below, under each company's applicable rates.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

RECEIVED

NOV 24 2010

ALABAMA UTILITY REGULATORY COMMISSION
371 EAST BROADWAY, MONTGOMERY, AL 36102

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this tariff shall be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- A. Customer name and Premise(s) address(es);
- B. Billing name and address (when different from Customer name and address); and
3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.1 General, (Cont'd.)

3.1.2 Provision of Other Services, (Cont'd.)

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

3.2 Access Order

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the 90ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.2 Access Order, (Cont'd.)

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

B. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

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

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.2 Access Order, (Cont'd.)

3.2.2 Access Service Request Modifications

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

3.2.3 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.3 Supplementary Charges

Customer Requested Due Date Change ^{1,2}	\$50, per order
Customer Requested Expedite ²	\$250, per location
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250, per order
Design Change, DS0/DS1 ²	\$150, per circuit
Design Change, DS3 and higher ²	\$300, per circuit
Administrative Processing ²	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGULATORY AFFAIRS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE

4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements

4.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Two types of Feature Group Access are available:

- A. Tandem Connect Access: This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's local switching center via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Tandem Connect Access over Company-switched local exchange services shall constitute an agreement by the Customer to purchase Tandem Connect Access services as described herein. The Company reserves the right to require the Customer to submit an ASR for Tandem Connect Access.
- B. Direct Connect Access: The Company will provide facilities between the Customer's premises and the Company's local switching center. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access.

RECEIVED

NOV 24 2010

Issued: November 24, 2010

Issued by: Vanessa Leon, Director of Regulatory Affairs

INDIANA UTILITY REGULATORY COMMISSION Effective:
TELEPHONE RECORDS DIVISION

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

4.2.3 Call Types

The following Switched Access Service call types are available:¹

- A. Originating 101XXXX FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating 101XXXX FG Access

The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. Originating service may also be available on a presubscription basis whereby the access code is not required (i.e., "1+" dialing).

¹ Other supported call types may include FGA, FGB, and 500/700/900 access.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGULATORY AFFAIRS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories

There are Five rate categories which apply to Switched Access Service:

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

5.2.1 Common Line

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

5.2.2 Switched Transport

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

5.2.3 End Office Switching

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

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories, (Cont'd.)

5.2.4 Toll-Free 8XX Data Base Query

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

5.2.5 Switched Access Optional Features

Following are the various optional features that are available, where the technical capability exists:

- (a) Supervisory Signaling
- (b) Alternate Traffic Routing
- (c) Cut-Through
- (d) Service Class Routing
- (e) FGD with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

Other optional features may be available on an Individual Case Basis (ICB)¹.

¹ See Section 8.2

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.3 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message.

The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges

5.4.1 Common Line Access Service

A. Carrier Common Line

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

5.4.2 Tandem Connect Access

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

- .1 Tandem Switched Transport, per Minute Note 1
- .2 Tandem Switched Transport, per Minute, per Mile Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 5.4.3A, Local Switching. This composite rate includes the elements traditionally billed as Carrier Common Line.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges, (Cont'd.)

5.4.2 Tandem Connect Access (Continued)

B. Tandem Switching

Per Minute Note 1

C. Common Transport Multiplexing

Per Minute Note 1

D. Shared End Office Port

Per Minute Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 5.4.3A, Local Switching. This composite rate includes the elements traditionally billed as Carrier Common Line.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
111 WEST WASHINGTON STREET, INDIANAPOLIS, IN 46204

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

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

I.U.R.C. Tariff No. 1

Original Page 67

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges, (Cont'd.)

5.4.3 End Office Switching

A. Local Switching

Per Minute \$0.01

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
COMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

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

I.U.R.C. Tariff No. 1

Original Page 68

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges, (Cont'd.)

5.4.4 Toll-Free 8XX Data Base Access Query Service

Per Query \$0.0075

5.4.5 Switched Access Optional Features

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 6 - MISCELLANEOUS CHARGES

6.1 Operator Transfer Service

Operator Transfer Service is an arrangement in which Company operators transfer 0- and End User dialed calls, i.e., the End User dials 0 with no additional digits, to the Customer designated by the End User.

The operator answers the End User 0- dialed call and determines that the End User wants to place an interLATA call. Initially, the operator will direct the End User to dial the Customer on a 0+ or 1+ basis. If the End User insists that the operator complete the call:

- If the End User identifies a Customer who subscribes to Operator Transfer Service, the operator will transfer the call to the identified Customer.
- If the End User has no preference or the identified Customer does not subscribe to Operator Transfer Service, the End User will be asked to select from a list of Customers who subscribe to Operator Transfer Service. The operator will transfer the call to the identified Customer.

The list of available Operator Transfer Service Customers will be updated monthly. The order in which Customers will be read to End Users will be initially determined by lottery. For each subsequent monthly update, following the initial order selection, the Customer in the first position on the list will be moved to the last position on the list. All other Customers on the list will be moved up one position, e.g., 3rd to 2nd, 2nd to 1st, etc. New Operator Transfer Service Customers will be placed at the bottom of the list of Customers pending the next monthly update.

All rates and charges normally applicable to switched access service, i.e., nonrecurring, monthly recurring, and usage sensitive, apply to Operator Transfer Service.

Per 0- Call Transferred: \$0.4588

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

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

I.U.R.C. Tariff No. 1

Original Page 70

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.2 PIC Change Charge

Nonrecurring Charge per Change: \$5.00

RECEIVED

NOV 24 2010

ARIZONA UTILITY REGULATORY COMMISSION
REGULATORY AFFAIRS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing Name and Address

6.3.1 Service Description

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of intrastate telecommunications services.

6.3.2 General

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
 - 1. Billing its customers for using Customer's telecommunications services.
 - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
 - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
ELECTRONIC MAIL

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing Name and Address, (Cont'd.)

6.3.2 General, (Cont'd.)

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

E. Manual Request

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

F. Mechanized Request

1. At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

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

I.U.R.C. Tariff No. 1

Original Page 73

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing Name and Address, (Cont'd.)

6.3.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 6.3.4 following.

6.3.4 Rates and Charges

	BNA Request Manual	BNA Request Mechanized
Billing Name and Address for ANI		
- Per ANI Requested	\$1.00	ICB ¹

¹ See Section 8.2

RECEIVED

NOV 24 2010

ARIZONA UTILITY REGULATORY COMMISSION
COMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 7 - DEDICATED ACCESS SERVICE

7.1 Dedicated Access Service

The Company provides intrastate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB¹).

¹ See Section 8.2

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 8 - SPECIAL ARRANGEMENTS

8.1 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable Recurring and Nonrecurring charges of the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company shall disclose the promotion and post-promotion price to the customer at the time of offering the promotional price and service. The Company shall notify each participating customers when the promotional offering expires and limit promotions to a duration of no longer than six (6) months (out of each 12 month period). All customers shall be eligible for promotions where facilities and billing capabilities permit.

8.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bonafide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will offered to the Customer in writing and on a non-discriminatory basis.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: November 24, 2010

Effective:

Issued by: Vanessa Leon, Director of Regulatory Affairs

INA1001

EXHIBIT C

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

INTERSTATE SWITCHED ACCESS SERVICES TARIFF

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

ACCESS SERVICES TARIFF

SPECTROTEL, INC.
D/B/A ONE TOUCH COMMUNICATIONS
D/B/A SURFTONE

(T)
(N)

ACCESS SERVICES TARIFF

Regulations and Schedule of Interstate Access Rates

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

(T)
(N)
(T)(N)
(T)

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
1	1 st Revised		26	1 st Revised	51	1 st Revised
2	6 th Revised	*	27	1 st Revised	52	1 st Revised
3	1 st Revised		28	1 st Revised	53	1 st Revised
4	1 st Revised		29	1 st Revised	54	1 st Revised
5	1 st Revised		30	1 st Revised	55	1 st Revised
6	1 st Revised		31	1 st Revised	56	1 st Revised
7	1 st Revised		32	1 st Revised	57	1 st Revised
8	1 st Revised		33	1 st Revised	58	3 rd Revised
9	1 st Revised		34	1 st Revised	59	3 rd Revised
10	1 st Revised		35	1 st Revised	60	1 st Revised
11	1 st Revised		36	1 st Revised	61	1 st Revised
12	1 st Revised		37	1 st Revised	62	3 rd Revised
13	1 st Revised		38	1 st Revised	63	1 st Revised
14	1 st Revised		39	1 st Revised	64	1 st Revised
15	1 st Revised		40	1 st Revised	65	1 st Revised
16	1 st Revised		41	1 st Revised	66	1 st Revised
17	1 st Revised		42	1 st Revised	67	1 st Revised
18	1 st Revised		43	1 st Revised	68	1 st Revised
19	1 st Revised		44	1 st Revised	69	1 st Revised
20	1 st Revised		45	1 st Revised	69.1	3 rd Revised *
21	1 st Revised		46	1 st Revised	70	1 st Revised
22	1 st Revised		47	1 st Revised	71	1 st Revised
23	1 st Revised		48	1 st Revised		
24	1 st Revised		49	1 st Revised		
25	1 st Revised		50	1 st Revised		

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: December 15, 2009
By:

Effective: December 16, 2009
Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0908

ACCESS SERVICES TARRF

TABLE OF CONTENTS

	Page
Check Sheet	2
Table of Contents	3
Explanation of Symbols	4
SECTION 1 - Definitions of Abbreviations	5
SECTION 2 - Rules and Regulations	12
SECTION 3 - Switched Access Service	43
SECTION 4 - Dedicated Access Service	61
SECTION 5 - Miscellaneous Services and Charges	62
SECTION 6 - Special Contracts, Arrangements and Construction	70

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGISTRATION DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

EXPLANATION OF SYMBOLS

- (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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TRANSMISSIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

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.

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-Pre-subscribed customers to utilize the services of the Company.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

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.

Commission - Refers to the Federal Communications Commission, unless otherwise indicated.

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

(T)
(N)

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.

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Effective: August 21, 2009
Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

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

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 Super frame (D4) or Extended Super frame (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.

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009

Effective:

August 21, 2009

By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

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

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.

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Effective: August 21, 2009
Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

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

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

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
(COMMUNICATIONS DIVISION)

Issued: August 20, 2009

Effective:

August 21, 2009

By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

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

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.

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGISTRATION DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

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.

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

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 Commission's regulations, policies, orders, and decisions.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
STATE OF INDIANA

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA 46204

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELEPHONE RECORDS SECTION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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 y 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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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 from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise 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;

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Effective: August 21, 2009
Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

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

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 2.9 1(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) taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- (i) 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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

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.

(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.

RECEIVED

NOV 24 2010

ROMANA UTILITY REGULATORY COMMISSION
REGULATORY SERVICES DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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 back billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed 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.

RECEIVED

NOV 24 2010

MISSISSIPPI UTILITY REGULATORY COMMISSION
TELEPHONE RECORDS SECTION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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. 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.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Except for fraud, charges may be assessed for unbilled traffic up to 24 months in arrears. Charges for fraud may be billed in excess of 24 months in arrears.
- 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.
- 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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
WESTLAFAY, INDIANA

Issued: August 20, 2009
By:

Effective: August 21, 2009
Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

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

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

2.10.4 Disputed Charges

- A. Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice 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 sixty (60) 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.

RECEIVED

NOV 24 2010

ARIZONA UTILITY REGULATORY COMMISSION
1110 N. CENTRAL AVENUE, PHOENIX, ARIZONA 85002

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGULATORY SERVICES DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARFF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGISTRATION SERVICES DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRFF

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 Commission 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 prescribed by the Commission or as otherwise permitted by applicable law.
- 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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
11100N COLLETSVILLE AVENUE
INDIANAPOLIS, IN 46204-2097

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

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 Contract Services

- A. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
 - (1) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
 - (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
 - (3) all recurring charges specified in the applicable service order for the balance of the then current term.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
[Small illegible text]

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

2.13 Cancellation by Customer, (Cont'd.)

2.13.3 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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELEPHONE ADMINISTRATION DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

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 without notice under the following conditions:

- (a) For violation of law or this tariff: 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 of the Company or its agents.
- (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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELEPHONE RECORDS SECTION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRFF

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

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) 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.
- (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.
- (g) For periods of inactivity in excess of sixty (60) days.

RECEIVED

NOV 24 2010

NEW JERSEY UTILITY REGULATORY COMMISSION
100 SOUTH MOUNTAIN AVENUE
TRENTON, NJ 08646

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

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 Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
111 WEST WASHINGTON STREET, INDIANAPOLIS, IN 46204

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRFF

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

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.

RECEIVED

NOV 24 2010

MINNAPPA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGULATORY SERVICES DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGISTRATION DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
[Illegible text]

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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;
- (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.

RECEIVED

NOV 24 2010

ARIZONA UTILITY REGULATORY COMMISSION
TEL: 602/974-3800 FAX: 602/974-3801

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGULATORY SERVICES DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARIFF

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

2.21 Notices and Communications

- 2.21.1 The Customer shall designate on the service order, or shall otherwise provide, 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.
- 2.21.6 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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
ATTENTION: REGULATORY SERVICES DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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 this 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 appropriate intrastate 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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

3.2 Manner of Provision

- 3.2.1 Switched Access Service is furnished for originating and terminating calls by the Customer to its End User. Switched Access Service 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 Switched Access Service, 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 Switched 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:
- 1) Tandem Connect Access: This option applies when the customer has no direct facilities to the Company. Traffic is routed to and from the End Office via the access tandem. 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.
 - 2) Direct Connect Access: This option applies when the Company or another service provider provides dedicated facilities between the Customer's premises and the 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 the dedicated portion of Direct Connect Access. The dedicated portion of Direct Connect Access is provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRFF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARFF

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

3.4 Access Ordering, (Cont'd.)

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.
- (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 Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. 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.

RECEIVED

NOV 24 2010

ARIZONA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Effective: August 21, 2009
Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

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

3.4 Access Ordering, (Cont'd.)

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.

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 6 of this tariff.

RECEIVED

NOV 24 2010

NEW JERSEY UTILITY REGULATORY COMMISSION
THE STATE HOUSE, ALBANY, NJ 07003

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

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.

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
11100 N. MERIDIAN AVENUE, INDIANAPOLIS, IN 46222-1100

Issued: August 20, 2009
By:

Effective: August 21, 2009
Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

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.

RECEIVED

NOV 24 2010

FEDERAL COMMUNICATIONS COMMISSION
REGULATORY DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

3.8 Rate Regulations, (Cont'd.)

3.8.3 Measurement and Billing of Access Minutes

- A. When recording originating calls over Switched Access Service 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 Switched Access Service ends when the originating Switched Access Service 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 Switched Access Service 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 Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating calls over Switched Access Service 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 Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first.

RECEIVED

NOV 24 2010

MISSISSIPPI UTILITY REGULATORY COMMISSION
TRANSMISSIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

3.8 Rate Regulations, (Cont'd.)

3.8.3 Measurement and Billing of Access Minutes, (cont'd.)

- D. For terminating calls over Switched Access Service 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 Switched Access Service 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.
- F. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGISTRATION DIVISION

Issued: August 20, 2009
By:

Effective: August 21, 2009
Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

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 which 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.

RECEIVED

NOV 24 2010

ARIZONA UTILITY REGULATORY COMMISSION
REGULATORY SERVICES DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

3.9 Rates and Charges

3.9.1 Common Line Access Service

- A. **Carrier Common Line**
 - Per Originating Minute Note 1
 - Per Terminating Minute Note 1

3.9.2 Switched Transport Service

A. **Nonrecurring Charges**

- (1) **Trunk Charges**
 - Per Trunk ICB

B. **Monthly Recurring Charges**

- (1) **Direct-Trunked Transport**

All elements of Direct-Trunked Transport are priced on an Individual Case Basis (ICB).

C. **Usage Charges**

- (1) **Tandem Switched Transport**
 - (a) Tandem Switched Transport, per Minute Note 1
 - (b) Tandem Switched Transport, per Minute, per Mile Note 1
 - (c) Tandem Switching, per Minute Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3A, Local Switching.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

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

3.9 Rates and Charges, (Cont'd.)

3.9.3 End Office Switching

A. Local Switching

Per Minute Tandem Connect Access

California	\$0.00784400	(R)
Connecticut		
SBC	\$0.00587195	
Verizon	\$0.00556200	(I)
Delaware	\$0.00556200	(I)
Florida	\$0.00579980	
Georgia	\$0.00579980	
Illinois	\$0.00529455	(I)
Indiana	\$0.00529455	(I)
Maine	\$0.00549500	
Massachusetts	\$0.00556200	(I)
Maryland	\$0.00556200	(I)
Michigan	\$0.00529455	(I)
New Hampshire	\$0.00549500	
New Jersey	\$0.00556200	(I)
New York	\$0.00556200	(I)
North Carolina	\$0.00579980	
Ohio	\$0.00529455	(I)
Pennsylvania	\$0.00556200	(I)
Rhode Island	\$0.00556200	(I)
South Carolina	\$0.00579980	
Texas	\$0.00404635	
Virginia	\$0.00556200	(I)
Vermont	\$0.00549500	
West Virginia	\$0.00556200	(I)
Wisconsin	\$0.00529455	(I)

RECEIVED

NOV 24 2010

MISSISSIPPI UTILITY REGULATORY COMMISSION
(MISSISSIPPI UTILITY REGULATORY COMMISSION)

Issued: August 20, 2009
By:

Effective: August 21, 2009
Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

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

3.9 Rates and Charges, (Cont'd.)

3.9.3 End Office Switching, (cont'd.)

A. Local Switching, (continued)

Per Minute Direct Connect Access

California	\$0.00262000	(R)
Connecticut		
SBC	\$0.00365695	
Verizon	\$0.00227300	(I)
Delaware	\$0.00227300	(I)
Florida	\$0.00299380	
Georgia	\$0.00299380	
Illinois	\$0.00347755	(I)
Indiana	\$0.00347755	(I)
Maine	\$0.00226400	
Massachusetts	\$0.00227300	(I)
Maryland	\$0.00227300	(I)
Michigan	\$0.00347755	(I)
New Hampshire	\$0.00226400	
New Jersey	\$0.00227300	(I)
New York	\$0.00227300	(I)
North Carolina	\$0.00299380	
Ohio	\$0.00347755	(I)
Pennsylvania	\$0.00227300	(I)
Rhode Island	\$0.00227300	(I)
South Carolina	\$0.00299380	
Texas	\$0.00268235	
Virginia	\$0.00227300	(I)
Vermont	\$0.00226400	
West Virginia	\$0.00227300	(I)
Wisconsin	\$0.00347755	(I)

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGULATORY SERVICES DIVISION

Issued: August 20, 2009
By:

Effective: August 21, 2009
Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

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

3.9 Rates and Charges, (Cont'd.)

3.9.3 End Office Switching, (cont'd.)

B. Transport Interconnection Charge

Per Minute

Note 1

C. Information Surcharge

Per Minute

Note 1

3.9.4 Toll-Free 8XX Data Base Access Service

Per Query

\$0.0075

3.9.5 Switched Access Optional Features

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

3.9.6 Service Order Charges

Service Order Charges recover the administrative costs associated with initiating Access Service.

Per Minute

Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3A, Local Switching.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009

Effective:

August 21, 2009

By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

SECTION 4 - DEDICATED ACCESS SERVICE

4.1 General

4.1.1 The Company, at its discretion may provide interstate Dedicated Access Services with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated Access Services are offered on a point-to-point basis only. Each Dedicated Access Service is dedicated to a single Customer and the entire usable bandwidth for each service is available to that Customer for their exclusive use.

4.1.2 All Dedicated Access Services, if offered, will be provided on an individual case basis.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA

Issued: August 20, 2009
By:

Effective: August 21, 2009
Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES

5.1 Presubscribed Interexchange Carrier Charge

The Presubscribed Interexchange Carrier Charge (PICC) is a monthly, flat-rated charge assessed to the interexchange carrier for each presubscribed local exchange service line or trunk. The PICC will be based on a monthly snapshot of end user accounts. ISDN PRI arrangements will be billed five (5) times the Multiline Business rate. No fractional debits or credits will be created.

Residential or Single Line Business	Multiline Business	Centrex
per line or trunk	per line or trunk	per station
\$0.00	\$0.00	\$0.00

5.2 Regulatory Administrative Fee

The Regulatory Administrative Fee (RAF) is a monthly charge per line assessed to the end user for costs associated with regulatory proceedings and filings, compliance with regulatory orders and mandates, and administration of federally mandated taxes and surcharges.

Residential or Business	Multiline Business	Centrex
per line or trunk	per line or trunk	per station
\$3.43 (I)	\$3.43 (I)	\$3.43 (I)

5.3 Carrier Cost Recovery Surcharge

The Carrier Cost Recovery Surcharge (CCRS) is a monthly charge per line assessed to the end user for carrier access charges and expenses.

Residential or Business	Multiline Business	Centrex
per line or trunk	per line or trunk	per station
\$1.50	\$1.50	\$1.50

* Centrex arrangements of 9 or fewer lines will be billed at the Multiline Business rate for each arrangement.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INDIANAPOLIS, INDIANA

Issued: August 20, 2009
By:

Effective: August 21, 2009
Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

FCCA0907

ACCESS SERVICES TARRF

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

5.4 End User Common Line Charge

The Company recovers some of the costs of the telephone line or trunk connected to the customer's premises through a monthly charge called the End User Access Charge. The End User Access Charge is a monthly, flat-rated charge assessed to end users for each local exchange service line or trunk. The End User Access Charge will be based on a monthly snapshot of end user accounts. No fractional debits or credits will be issued.

EUCL Monthly Charge, per line or trunk:

Primary Residential or Single Line Business	Non-Primary Residential	Centrex & Multiline Business	ISDN BRI	ISDN PRI
\$7.00	\$7.00	\$9.00	\$9.00	\$44.00

End User Port Charges

ISDN BRI	ISDN PRI
\$3.00	\$24.00

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELEPHONE RECORDS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

5.5 Local Number Portability (LNP)

Local Number Portability (LNP) allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete calls to numbers that have been ported. This capability has been activated on a switch specific basis as specified in the Local Exchange Routing Guide (LERG) and/or the National Exchange Carrier Association Inc., F.C.C. No. 4. Tariff.

5.5.1 LNP End User Surcharge

- A. The Company will assess a monthly number-portability charge to end users served by LNP-capable switches. The charge applies to Company's end users served by LNP-capable switches effective with this tariff section. The Company will assess the charge in each end office at such time as the end office becomes LNP capable.
- B. The monthly charge is assessed, as determined by the Company, to all end users or resellers of local exchange service. The LNP End User Surcharge is assessed on a per line basis except as set forth following:
 - (1) When a customer is provided Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) that permits the provision of up to 24 voice-grade equivalent channels over a single T-1 facility, the LNP End User Surcharge for ISDN-PRI is assessed per T-1 facility;
 - (2) When a customer is provided PBX Service, the LNP End User Surcharge is assessed per PBX trunk;
 - (3) The LNP End User Surcharge is not assessed to Lifeline customers.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

5.5 Local Number Portability (LNP), (Cont'd.)

5.5.1 LNP End User Surcharge,(cont'd.)

C. LNP End User Surcharge Rates

The rates and charges associated with LNP End User Surcharge will be billed monthly.

Per Line, Per Month

BellSouth	\$0.35
Verizon	\$0.23
SBC (except CT, NV)	\$0.29
SBC (CT)	\$0.39
SBC (NV)	\$0.41
SBC (former Ameritech)	\$0.19

Per ISDN-PRI, Per Month

BellSouth	\$1.75
Verizon	\$1.15
SBC (except CT, NV)	\$1.75
SBC (CT)	\$1.95
SBC (NV)	\$2.05
SBC (former Ameritech)	\$1.75

Per PBX Trunk, Per Month

BellSouth	\$1.95
Verizon	\$2.07
SBC (except CT, NV)	\$2.95
SBC (CT)	\$3.50
SBC (NV)	\$3.50
SBC (former Ameritech)	\$0.95

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
INFORMATIONAL DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

5.6 Federal Universal Service Fee

In connection with the FCC's Universal Service Orders, the Company will pay a percentage of its retail revenues to support the Universal Service Fund (USF). The Company will pass-through the USF assessment to its customers by assessing a charge applicable against all retail interstate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at www.fcc.gov/ccb/universalservice/quarter

RECEIVED

NOV 24 2010

MISSISSIPPI UTILITY REGULATORY COMMISSION
REGULATORY SERVICES DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRFF

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

5.7 Billing Name and Address

5.7.1 Service Description

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services.

5.7.2 General

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
 - 1. Billing its customers for using Customer's telecommunications services.
 - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
 - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

5.7 Billing Name and Address, (Cont'd.)

5.7.2 (cont'd.)

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

E. Manual Request

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

F. Mechanized Request

1. At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
COMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARRF

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

5.7 Billing Name and Address, (Cont'd.)

5.7.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 5.6.4 following.

5.7.4 Rates and Charges

Billing Name and Address for ANI	BNA Request Manual	BNA Request Mechanized
Per Order	\$55.00	ICB
Per Record	\$ 0.35	ICB

5.8 PIC Change Charge

Nonrecurring Charge per Change: \$5.00

5.9 Processing Service Order Charge (PSOC)

When a customer disconnects their service from the Company and switched to another service provider, the Company must perform order processing, technical assistance (in selected instances) to complete the port and administrative functions including P.I.C.C. Coordination and billing reconciliations. a non-recurring Processing Service Order Charge will be imposed on the customer's new service provider for each transaction on a per order and per line basis.

	Residential	Business
UNE-P customers		
Per Order	\$0.92	\$0.92
Per Line	\$1.57	\$1.57
Resale		
Per Order	\$37.89	\$37.89
Per Line	\$0.00	\$0.00

RECEIVED

NOV 24 2010

NEW JERSEY UTILITY REGULATORY COMMISSION
TELEPHONE: 973-486-2000

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARIFF

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

5.10 Account Maintenance Fee

The Account Maintenance Fee is a monthly charge per account assessed to the end user for costs associated with activation and maintaining a customer's account. This fee covers the cost related to the setup of customers account and ongoing account billing and maintenance.

Per Account, Per Month \$2.75 (I)

5.11 Paper Invoice Fee

Customers will be given the option to select electronic bill receipt through the Internet on a non-discriminatory basis. Customers who do not elect to receive offered electronic billing will be subject to a paper invoice fee.

Per Account, Per Month \$1.25

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGISTRATION SECTION

Issued: December 15, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: December 16, 2009

FCCA0908

ACCESS SERVICES TARRF

SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION

6.1 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.

6.2 Special Service Arrangements

6.2.1 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.

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

6.2.3 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.

6.3 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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
REGISTRATION DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907

ACCESS SERVICES TARIFF

SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D.)

6.4 Special Construction Charges

6.4.1 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:
- (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 - (2) of a type other than that which the Company would normally utilize in the furnishing of its services;
 - (3) over a route other than that which the Company would normally utilize in the furnishing of its services;
 - (4) in a quantity greater than that which the Company would normally construct;
 - (5) on an expedited basis;
 - (6) on a temporary basis until permanent facilities are available;
 - (7) involving abnormal costs;
 - (8) in advance of its normal construction; or
 - (9) 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.

RECEIVED

NOV 24 2010

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Issued: August 20, 2009
By:

Jacob J. Dayan, Chief Executive Officer
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective: August 21, 2009

FCCA0907