PUERTO RICO TELECOMMUNICATIONS TARIFF

OF

Granite Telecommunications, LLC

100 Newport Avenue Extension
Quincy, Massachusetts 02171

COMPETITIVE LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive local exchange and interexchange telecommunications services provided by Granite Telecommunications, LLC ("Company") within the Commonwealth of Puerto Rico. This Tariff is on file with the Puerto Rico Negociado de Telecommunicaciones ("NET"). Copies may be inspected during normal business hours at Company's principal place of business: 100 Newport Avenue Extension, Quincy, Massachusetts 02171.

This tariff is governed and interpreted according to the laws of the Commonwealth of Puerto Rico.

Mr. Robert T. Hale, Jr.
Granite Telecommunications, LLC
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CHECK SHEET

The Title Sheet and all sheets inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed. Sheets submitted with this filing are designated by an asterisk (*).

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

C) To signify a changed regulation.

(D) To signify a discontinued regulation.

(I) To signify increased rate.

(M) To signify material relocated from or to another tariff location.

(N) To signify a new rate or regulation.

(R) To signify a rate reduction.

(S) To signify a correction or reissued matter.

(T) To signify a change in text only.

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TARIFF FORMAT

A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet Nos. 14 and 15 would be Sheet No. 14.1.

B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Board. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Board follows in its tariff approval process, the most current sheet number on file with the Board is not always the sheet 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 code is subservient to its next higher level:

2.
2.1.
2.1.1
2.1.1.A.

D. **Check Sheets** - When a tariff filing is made with the Board, 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 sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Board.

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APPLICATION OF TARIFF

A. This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications Services offered by Granite Telecommunications, LLC to Customers located within the Commonwealth of Puerto Rico.

B. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.

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

D. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Board.

E. This Tariff will be maintained and made available for inspection by any Customer at Granite Telecommunications, LLC's principal business office at 100 Newport Avenue Extension, Quincy, Massachusetts 02171.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined below:

Authorized User:

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

Business Service:

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

A. the Service is primarily for paid commercial, professional or institutional activity; or

B. the Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or

C. the Service number is listed as the principal or only number for a business in any telecommunications directory; or

D. the Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of Service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of Service unless other criteria apply.

Board (TRB):

The Puerto Rico Telecommunications Regulatory Board. (La Junta Reglamentadora de Telecommunicaciones de Puerto Rico)

Called Station:

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

Carrier:

A company authorized by the Puerto Rico Telecommunications Regulatory Board to provide telecommunications services.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Channel:

A communications path between two or more points of termination.

Collect Call:

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

Commission:

Puerto Rico Negociado de Telecommunicaciones

Company:

Granite Telecommunications, LLC. ("Granite")

Customer:

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

Customer Premises:

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

Customer Premises Equipment (CPE):

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

Disconnect or Disconnection:

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Facility:

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

channels	lines
apparatus	devices
equipment	accessories
communications paths	systems

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

Force Majeure:

Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any Board, agency, department, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

Holidays:

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

LATA:

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Local Exchange Carrier:

A company which furnishes local exchange telecommunications service.

Local Service:

Telephone exchange service within a local calling area.

Person-to-Person:

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

Premises:

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

Service(s):

The intrastate telecommunications Services that Company offers pursuant to this Tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Station:

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

Station-to-Station:

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

Telecommunications Relay Service (TRS):

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

White Pages Directory Listing:

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

Working Day:

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

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

2.1.1. Company undertakes to provide Services subject to the terms and conditions of this Tariff.

2.1.2. Company's Services are furnished for telecommunications originating and/or terminating in any area within the Commonwealth of Puerto Rico.

2.1.3. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.

2.1.4. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.

2.1.5. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.1.6. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. CUSTOMER'S USE OF SERVICE

2.2.1. Service may be used for any lawful purpose consistent with this Tariff and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.

2.2.2. Equipment the Company provides or installs at the Customer's premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

2.2.3. The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.

2.2.4. Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier, receives any payment or other compensation. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.

2.2.5. Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.

2.2.6. Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.7. The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. CUSTOMER'S USE OF SERVICE, Continued

2.2.8. The Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

2.2.9. Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

2.3. APPLICATION FOR SERVICE

2.3.1. A Customer desiring to obtain Service must complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.

2.3.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.

2.3.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.6.1., below.

2.3.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.

2.3.5. Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the Cancellation or Modification of Service by Customer Section of this Tariff.

2.3.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Board regulations, policies, orders, and decisions.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. DEPOSITS AND ADVANCED PAYMENTS

The Company does not collect deposits or advance payments.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. CREDIT

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

2.5.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:

A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;

B. Providing a suitable guarantee in writing, in a form presubscribed by Company.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

2.5.3. Company will extend credit to an applicant for new Service if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:

A. The previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months; and

B. The applicant has not been sent denial notices for previous or existing service within the past twelve (12) months; and

C. The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of uncollectibility; and

D. The applicant provides accurate credit information as appropriate.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. **CREDIT,** Continued

2.5.4. Customer credit information may be exchanged between telecommunications companies and other utilities. Customer credit information will be retained for two (2) years, unless otherwise required by the Board.

2.6. PROVISION AND MAINTENANCE OF SERVICE

2.6.1. Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. PROVISION AND MAINTENANCE OF SERVICE, Continued

2.6.3. Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.

2.6.4. Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the Customer with reasonable notice of Service-affecting activities that may occur in the normal operation of Company business.

2.6.5. Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or Company's facilities or equipment. If the protective requirements of Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Services, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service to protect its Services, equipment and personnel from harm.

2.6.6. Service will continue to be provided until cancelled by the Customer on not less than thirty (30) days notice.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. MINIMUM SERVICE PERIOD

2.7.1. The minimum Service period is one month (30 days). The Customer must pay the regular tariffed rate for Service for the minimum period of Service. If a Customer disconnects Service before the end of the minimum Service period, that Customer must pay the regular rates for the remainder of the minimum Service period. When the Service is moved within the same building, to another building on the same Premises, or to a different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.

2.7.2. If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.

2.7.3. If Service is transferred to a new Customer at the same Premises during the first month of Service, the new Customer assumes responsibility to meet the remainder of the minimum Service period requirements. For Services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum Service period obligation in accordance with the terms under which the Service was originally furnished.

2.8. CUSTOMER RESPONSIBILITIES

2.8.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.8.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

2.8.3. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.

2.8.4. Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. CUSTOMER RESPONSIBILITIES, Continued

2.8.5. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.

2.8.6. The Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.

2.8.7. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.

2.8.8. The Customer is responsible for the payment of (a) Service charges as set forth herein and (b) charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.

2.8.9. Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's premises.

2.8.10. The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.

2.8.11. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8 CUSTOMER RESPONSIBILITIES, Continued

2.8.12. The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

2.9. PAYMENTS AND BILLING

2.9.1. Service is provided and recurring Service Charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.

2.9.2. Non-recurring charges and charges based on actual usage, are billed monthly in arrears, except as provided in Section 2.9.3.

2.9.3. Usage charges may be billed without being detailed as to the duration, time of day, or destination of individual calls. If a Customer accumulates, within any consecutive five (5) day period, usage charges exceeding twice the average monthly usage charges for the previous two (2) monthly billing periods, and the Customer's credit record indicates that satisfactory payment may not be made on this amount, Company may issue a special usage bill. The special bill shall be due ten (10) days from the mailing date of the bill, seven (7) days if delivered in person.

2.9.4. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charge billed as local taxes multiplied by one and one half percent.

2.9.5. A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.9.10.

2.9.6. Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge of $25.00 per check.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.7. A Customer will be placed on a "cash only" basis upon receipt of two (2) returned checks within a twelve (12) month period of time. "Cash only" is herein defined as cashier's checks, U.S. currency, or money orders.

2.9.8. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a Customer's account and Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.

2.9.9. Billing disputes should be addressed to Company's Customer service organization via a toll-free telephone number (866) 847-5500. Customer service representatives are available from 9 a.m. to 6 p.m. Eastern Time. Messages may be left for Customer services from 6:01 p.m. to 8:59 a.m. Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service.

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

A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.

B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination.

C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Board for its investigation and decision.

D. Company will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.

E. Company will respond to the Board's requests for information within ten (10) business days.

F. The Board will review the claim regarding the disputed amount, communicate the results of its review to Customer, and require disbursement according to those results.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.10. Disputed Bills, continued

G. After the investigation and review are completed by Company as noted in subsection A, above, if Customer elects not to deposit the amount in dispute with Board, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

H. The address and telephone number of the Board are:

Puerto Rico Negociado de Telecommunicaciones
500 Ave Roberto H Todd (Pda 18 – Santurce)
San Juan, PR 00907-3941
Telephone: 787.756.0804
Toll Free (in Puerto Rico): 1.866.JRT.5500 (1.866-578.5500)
Fax: 787.756-0814
Email: correspondencia@jrtpr.gobierno.pr

2.10. TAXES

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

2.10.2. In addition to any state and local taxes that might apply to the listed rates, the following taxes and surcharges will be imposed:

A Pay Phone Surcharge, per call	$0.50

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ECTION 2 - RULES AND REGULATIONS, Continued

2.11. ALLOWANCES FOR INTERRUPTION OF SERVICE

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

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

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

Credit formula: Credit = (A/720) X B

A - outage time in hours

B - total monthly charge for affected Service

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER

2.12.1. Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which Service is to be discontinued.

2.12.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually disconnected.

2.12.3. If Customer cancels Service before Company completes installation of the Service and at the time of cancellation Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.

2.12.4. If the Customer cancels Service after Company has completed installation, the charge set forth in Section 2.12.3 will apply to the extent Company has not yet recovered the costs described in Section 2.12.3. In addition, the minimum Service period obligations described in Section 2.7 will apply regardless of whether Service has been initiated and the charges due under Section 2.7 apply.

2.12.5. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY

2.13.1. Company may immediately discontinue furnishing the Service to a Customer without incurring liability:

A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or

B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or

C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or

D. For use of Company's Services for any purpose other than that described in the application; or

E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or

F. In the event of tampering with the equipment furnished and owned by Company; or

G. In the event of unauthorized or fraudulent use of Service.

2.13.2. Company may discontinue Service without liability upon five (5) days written notice to the Customer via first-class mail prior to discontinuance of Service:

A. For violation of this Tariff, except as provided in Section 2.13.1, including without limitation, non-payment of bills for Service, or failure to meet Company's credit requirements; or

B. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.2. Continued

C. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.

Company will provide the Customer with written notice via first class U.S. Mail stating the reason for discontinuance, and allow the Customer not less than five (5) days to remove the cause for discontinuance. In cases of non-payment of charge the five (5) days exclude Sundays and holidays. In all other cases, the five (5) days will mean calendar days including Sundays and holidays.

2.13.3. The discontinuance of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein are not exclusive, and Company is at all times entitled to all the rights available to it under law or equity.

2.13.4. Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.

2.14. RESTORATION OF SERVICE

2.14.1. The use and restoration of Service in emergencies may be in accordance with part 64, Subpart D of the Federal Communications Board's Rules and Regulations which specifies the priority system for such activities.

2.14.2. When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company service order, Service will be restored only upon the basis of application for new Service.

2.14.3. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. RESTORATION OF SERVICE, Continued

2.14.4. Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.14.5. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

2.15. LIMITATION OF LIABILITY

2.15.1. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities; or

B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or

C. A breach in the privacy or security of communications transmitted over Company's facilities; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.1. Continued

D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment; or

E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or

F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations; or

G. Violations of the obligations of the Customer under this Tariff; or

H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or

I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or

J. Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.1. Continued

K. Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.

L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

M. Fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or

N. Any act, mistake, omission, fraudulent act of a third party, interruption, delay, error, or defect caused by or contributed to by:

1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers. This includes the provision of a signaling system or other database by another company; or

2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or

3. A third party.

O. Any failures, errors, malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or

P. Any unauthorized use of the Service provided to Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.2. The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or a the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.

2.15.3. The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set for in this Tariff. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company's suppliers and vendors, its employees or agents.

2.15.4. The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.

2.15.5. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.6. The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.15.7. With respect to Emergency Number 911 Service:

A. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.

B. Neither is Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.15.8. With respect to Directory Listing Service:

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.8. With respect to Directory Listing Service:, Continued

B. Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.

C. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.

D. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Tariff, the Customer agrees to the release of such information under the above provision.

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

2.15.10. Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. NOTICES

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

2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION

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

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

2.17.3. Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Tariff, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Tariff. Beyond this responsibility, Company will not be responsible for:

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

B. the reception of signals by Customer-provided equipment; or

C. network control signaling when performed by Customer-provided network control signaling equipment.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION, Continued

2.17.4. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company s network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer s expense.

2.17.5. Interconnection between the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.

2.17.6. Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.

2.18. PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

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

2.18.2. Telephone numbers will not be changed as a penalty or to enforce payment for directory advertising charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.19. TOLL DIALING PARITY PLAN

2.19.1. Introduction

In accordance with the August 8, 1996 Federal Communications Board (FCC) Second Report and Order, Company submits its implementation plan for intraLATA presubscription.

2.19.2. Policies

A. Company will in no way restrict, or interfere with, subscribers' ability to access competitive providers of intraLATA or interLATA toll services.

B. All eligible Company end user telephone line numbers will be presubscribed as dictated by the end user assigned to the line.

2.19.3. Carrier Information

A. Interexchange carriers will have the option of offering intraLATA service only or intraLATA and interLATA service.

B. Interexchange carriers will have the option of participating in all market areas or in a specific market area.

C. Interexchange carriers will be required to return a completed Non-Disclosure Agreement and Participation Agreement(s).

D. Company will not participate in billing disputes for intraLATA service between interexchange carriers and their customers.

E. Company representatives will not initiate or accept three-way calls from interexchange carriers to discuss presubscription.

F. Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem owner and to Company.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.19. TOLL DIALING PARITY PLAN, Continued

2.19.3. Carrier Information, Continued

G. Company will maintain a current list of participating intraLATA toll service providers, including carrier telephone numbers, and will provide this list to customers upon request. All listed intraLATA toll service providers must have an approved toll tariff on file with the Board.

2.19.4. Call Eligibility Dialing Plan

A. A customer of Company will have calls routed according to the extent Company deploys and offers two-PIC technology in its switches and offers intraLATA toll dialing parity via the two-PIC method.

B. Certain types of calls may continue to be carried by the LEC for completion, rather than be routed automatically to the toll carrier selected by the customer.

2.19.5. Network Information

A. Interexchange carriers will be subject to such network specifications as may be imposed by Company.

B. All originating intraLATA calls will initially be routed via the Local Exchange Carrier (LEC) Access Tandem(s).

2.19.6. Customer Contact Information

A. To the extent that there are participating Carriers, new Customers will be educated and informed of their ability to select interLATA and intraLATA toll providers at the time they request service from a Company representative. Company will educate its customers by explaining the differences between local, intra- and interLATA toll calls and by clearly notifying the Customer that he or she may select a different, or the same, Carrier for each call category.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.19. TOLL DIALING PARITY PLAN, Continued

2.19.6. Customer Contact Information, Continued

B. Company's Customer contact representatives will process Customer initiated PIC selections to Company or to a participating intraLATA Carrier. Participating Carriers will have the option of allowing Company's representative to process PIC requests on their behalf.

C. For new Customers, Company will accept as a bona fide PIC a selection of "NO PIC" as a choice. Company will ensure that "NO PIC" Customers will have access code dialing capability to reach participating intraLATA Carriers. NO PIC Customers will be informed of their ability to complete intraLATA toll calls via access codes. Company will ensure that NO PIC Customer intraLATA toll traffic is not automatically routed to the incumbent local exchange carrier.

D. Company Customer contact representatives will not comment on a Customer's choice of its intraLATA PIC when the Customer contacts Company to change the PIC. Company Customer contact representatives will respond to customer inquiries about intraLATA Carriers in a competitively neutral fashion.

E. If the intraLATA toll Carrier selected by the customer permits Company to process orders on its behalf, Company will accept the PIC change request.

F. Company representatives will not discuss alternative Carrier rates or services.

2.19.7. Presubscription Information

A. Company may not impose a PIC change charge on its customers.

B. New line Customers, including Customers adding lines, will have the opportunity to select a participating Carrier, or they will be assigned a NO PIC designation. Customers assigned a NO PIC designation as set forth in this paragraph will be required to dial an access code to reach an intraLATA carrier's network.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.19. TOLL DIALING PARITY PLAN, Continued

2.19.7. Presubscription Information, Continued

C. If a Company Customer denies requesting a change in intraLATA toll providers as submitted by an intraLATA Carrier, and the intraLATA carrier is unable to produce evidence that the PIC change was properly executed pursuant to Board and FCC PIC change rules, the intraLATA carrier will be assessed a $75.00 charge for the unauthorized PIC change and the PIC will be changed as per the Customer's request, in addition to any charges assessed by Company or the underlying Carrier or other penalties authorized by law.

D. Interexchange carriers may submit PIC changes to Company via a fax/paper interface.

E. Company will process intraLATA PIC selections in the same manner and under the same intervals of time as interLATA PIC changes.

F. Carriers will be required to submit PIC changes using the Customer Account Record Exchange (CARE) format via paper medium. Company will provide carriers with PIC order confirmation and reject information using the CARE format. Specific details regarding CARE will be provided to participating carriers.

G. For Customers who change their local service provider from the incumbent LEC to Company and retain their incumbent LEC telephone number(s), Company, as part of the CARE PIC process, will provide the selected intraLATA carrier with both the retained (incumbent LEC) telephone number and Company telephone number.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. SERVICE AREAS

3.1.1. Unless otherwise specified in this Tariff, local exchange boundaries and rate centers are the same as those served by Puerto Rico Telephone Company d/b/a Claro Puerto Rico.

3.1.2. Unless otherwise specified in this Tariff, Company's interexchange Service area is statewide.

3.1.3. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

3.2. TIMING OF CALLS

3.2.1. The Customer's usage charge is based on the actual usage of Company's service. Usage begins when the called number is answered and terminated when either party hangs up.

3.2.2 There is no billing for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE

3.3. GRANITE LOCAL EXCHANGE SERVICE

3.3.1. Local Exchange Service provides a Customer with a voice-grade communications channel and unique telephone number address which enables the Customer to:

- place or receive calls to any calling station in the local calling area as defined in this Tariff;
- access enhanced 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance for the local calling area;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunication Relay Service.

Basic telephone exchange service is provided on a measured basis, and provides for calling within the local calling area on a flat rate, per message or per minute basis as specified in Section 4.1.1. and 4.2.1. Basic exchange service consists of the appropriate dial tone line rate and local usage charges. Accumulation of local usage time is accounted for on a per second basis. At the end of the Customer's billing period, the sum of accumulated seconds is rounded up to the next higher minute.

3.3.2. Directory Assistance Service is provided as an ancillary service exclusively to the Company's Customers. Directory assistance is accessible by dialing "1", the area code of the desired number and "555-1212".

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. GRANITE LOCAL EXCHANGE SERVICE, Continued

3.3.3. Operator Assistance Service provides the Customer the ability to obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. These services are not applicable within confinement facilities for use with inmate calling services.

A. Third Number Billing provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

B. Collect Calls provide the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

C. Person to Person provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.

D. Station to Station provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.

E. General Assistance provides the Customer with the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Customer Service toll free telephone numbers, but does not request the operator to complete the call.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. GRANITE LOCAL EXCHANGE SERVICE, Continued

3.3.4. **Custom Calling Features**

A. Anonymous Call Rejection allows the Customer to have anonymous calls rejected.

B. Busy Redial automatically stores and redials the last number the Customer dialed. If the Customer reaches a busy number, Busy Redial will monitor the number called and ring the Customer back when the number is available.

C. Call Blocking allows the Customer to have incoming and/or outgoing calls blocked in a variety of manners.

D. Call Forwarding allows the Customer to have calls rerouted to another telephone number.

E. Call Pick Up allows the Customer to answer someone else's telephone call.

F. Call Return automatically returns the most recent incoming call to the Customer, whether it was answered or not.

G. Call Trace allows a Customer to initiate a trace of the last incoming call by dialing a code immediately after the call has ended.

H. Call Waiting notifies the Customer of another incoming call on the same line that is being used.

I. Call Waiting ID notifies the Customer of the identity of the caller on the same line that is being used.

J. Caller ID identifies the telephone number, date and time of an incoming call on a Customer's display unit.

K. Distinctive Ringing allows the Customer to program the phone so that distinctive ring tones are associated with specified incoming numbers.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. GRANITE LOCAL EXCHANGE SERVICE, Continued

3.3.4. **Custom Calling Features**, Continued

L. Repeat Dialing allows the Customer to program the phone to automatically redial a number until it is answered.

M. Three-Way Calling allows a conversation between three parties. This is a teleconference feature without the need of equipment or additional lines.

N. Speed Calling allows the Customer to pre-program a specified number of phone numbers so that a specified number may be called by pressing one or two digits.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4. GRANITE INTEREXCHANGE SERVICE

Company provides switched and dedicated telecommunications services, which allow a Customer to establish a communications path between two stations by using uniform dialing plans.

3.4.1. **Switched Access Service** is a switched access service, offering users both outbound 1 plus and inbound toll free long distance telecommunications services. The service offers direct dial capabilities of other underlying carrier(s') network services.

3.4.2. **Dedicated Access Service** is a dedicated access service, offering users both outbound 1 plus and inbound toll free long distance telecommunications services over dedicated local access connections to the underlying carrier's point of presence. This service is designed for subscribers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities.

3.4.3. **Travel Card** is a calling card service enabling Switched Access Service subscribers to place calls from any touch tone phone in the United States. Travel Card calls are billed at the Company's rate and appear on the subscriber's monthly long distance bill.

3.4.4. **Directory Assistance** is provided by Company's underlying carrier to subscribers of record. The Customer may access the underlying carrier's Directory assistance by dialing the area code plus 555-1212. The Customer will be billed for such service by Company, except as stated in this Tariff.

3.4.5. **Prepaid Calling Card Service** is a discretionary switched access service available to subscribers via a toll free number from any telephone in the United States. The user's account is credited for the amount of calling purchased and is debited as the subscriber places calls, until the account balance is depleted. Subscribers are informed of the amount of calling time remaining on the card at the time they access the Company's equipment and enter a card identification number and are reminded to replenish the account prior to its depletion at one (1) minute prior to the account's depletion. Subscribers may immediately replenish the account at any time by contacting the Company's customer service department and charging the desired amount to a valid credit card or by mailing a check to the Company. If the account is not replenished, access to the Company's underlying carrier network is blocked.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.5. ENHANCED 911 EMERGENCY SERVICES (E911)

E911 Service allows Customers to reach appropriate emergency services including police, fire and hospital. E911 has the ability to selectively route and emergency call to the primary E911 provider so that it reached the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.6. PROMOTIONAL OFFERINGS

The Company may, from time to time, make promotional offerings of its services which may include waiving or reducing the applicable charges for 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.

3.7. CUSTOMER SPECIFIC PRICING (CSP):

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff arrangements, rates and charges will be determined through Customer Specific Pricing (CSP). CSP arrangements are made in response to the specific, individual requirements of the Customer and/or a competitive bidding process, and may differ from the Company's standard Tariff offerings in that they contain a custom service arrangement and/or term and/or volume commitments.

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES

4.1. GRANITE SERVICE CHARGES

4.1.1. Business Local Exchange Service

A. Non-Recurring Charges

Activation and Service Provision up to Demarcation Point of Business Main Station, First Line	$120.00
Activation and Service Provision up to Demarcation Point of Business Main Station, Additional Line (Same Visit)	$60.00
Activation and Service Provision up to Demarcation Point of Business Main Line and/or Trunk Line, First Line	$130.00
Activation and Service Provision up to Demarcation Point of Business Main Line and/or Trunk Line, Additional Line	$65.00
Change in Grade of Service	$30.00
Change in Type of Service	$25.00
Change in Telephone Number (No Change in Grade of Service)	$25.00
Reconnection of Service (Suspended for Non-Payment)	$10.00

B. Recurring Charges (Monthly Unless Otherwise Specified)

From 10,001 to 40,000 Main Stations: Calls will be metered as one unit. Additional message units will be charged at $0.13.

Description	Rate	Message Units Allowance
Business Main Station (Measured)	$24.60	85
Business Main Line (Measured)	$37.90	85
First Trunk Line	$41.90	85
Additional Trunk Line	$29.85	-
Group Hunting Features for Business and Trunk lines, per Group	$10.00	-

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.1. Business Local Exchange Service, Continued

B. Recurring Charges (Monthly Unless Otherwise Specified), Continued

40,001 Main Stations in Service and Over: Calls within an exchange will be metered as one message unit. Interexchange calls within the calling zone will be metered as two message units. Message units in excess of the allowance will be charged at $0.13.

Description	Rate	Message Units Allowance
Business Main Station (Measured)	$25.30	85
Business Main Line (Measured)	$38.90	85
First Trunk Line	$42.90	85
Additional Trunk Line	$30.85	-
Group Hunting Features for Business and Trunk lines, per Group	$10.00	-

Note: Inter-exchange calls within the calling zone will be metered as two message units. Message units in excess of the allowance will be charged at $0.13.

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.1. Business Local Exchange Service, Continued

B. Recurring Charges (Monthly Unless Otherwise Specified), Continued

Kilometer Rates: Applies to all exchanges telephone service furnished outside the base rate area of all exchanges but within the exchange area from where the primary station is served and to local private lines, P(A)BX stations or extension stations.

Description	**Each Kilometer or Fraction Thereof All Exchanges**
Each Individual Line	$1.00
Each Trunk Line	$1.00
Each Local Private Line	$1.00
Local Circuits for P(A)BX Stations or Extension Stations	$1.00
Local Circuits for P(A)BX Stations	$1.00

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.2. Directory Services

A. Directory Listings (Monthly Charges)

Additional Listing, Metropolitan Area Directory	$5.00
Additional Listing, Island Directory	$5.00
Additional Listing, Island-Central Directory	$5.00
Unlisted Number, Metropolitan Area Directory	$3.50
Unlisted Number, Island Directory	$3.50

B. Directory Listings (Non-Recurring Charges)

Change in Directory Listing	$20.00

C. Directory Assistance

Directory Assistance – Call Completion	$1.25

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.3. Custom Calling Services I

	Monthly	Non-Recurring/ Add'l Charge
Call Waiting	$2.00	$5.00
Call Forwarding	$2.00	$5.00
Three Way Calling	$2.00	$5.00
Speed Calling, 8 Number Capacity	$2.40	$5.00
Speed Calling, 30 Number Capacity	$4.80	$5.00
Combination of Call Waiting, Call Forwarding and Three Way Calling, on the same line	$4.00	$5.00
Combination of Call Waiting, Call Forwarding, Three Way Calling and Speed Calling 8 Number Capacity, on the same line	$5.40	$5.00
Combination of Call Waiting, Call Forwarding, Three Way Calling and Speed Calling 30 Number Capacity, on the same line	$7.20	$5.00

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.4. Custom Calling Services II

	Monthly	Non-Recurring/ Add'l Charge
Return Call, Unlimited Use	$4.00	$5.00
Return Call, Per Activation		$0.75
Repeat Call, Unlimited Use	$3.50	$5.00
Repeat Call, Per Activation		$0.75
Caller ID	$7.75	$5.00
Caller ID & Caller ID Plus Name	$8.50	$5.00
Anonymous Call Rejection	$4.00	$5.00
Distinctive Ringing	$2.50	$5.00
Selective Call Forwarding	$2.50	$5.00
Selective Incoming Call Restriction	$3.00	$5.00
Selective Call Acceptance	$2.50	$5.00
Call Trace, Unlimited Use	$7.00	$5.00
Call Trace, Per Activation		$5.00
Remote Call Forwarding, per Directory Number	$12.80	$50.00
Fixed Call Forward Busy Line and Don't Answer	$3.00	$5.00
Customer Activated Call Forward Busy Line/Call Forward Don't Answer	$1.50	$5.00
Telephone Call Restriction Service , Per Restriction	$3.75	$10.00

4.1.5. Group Hunting Feature

Per Business or Trunk Line, Per Group	$30.00

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.6. Wide Area Telecommunications Service (WATS)

A. Non-Recurring Charges

	Outward	800
Access Line, Service Ordering, Each Order	$55.00	$65.00
Connection, Each Line	$65.00	$65.00
Access Line Extension, Service Order, Each	$30.00	$30.00
First Extension in Building w/o Access Line or Extension on Same Service	$50.00	$50.00
Inside Move Service Order, Each	$55.00	$55.00
Wiring, Each line or Extension	$25.00	$55.00
"800" Service TN Change to different number		$65.00
"800" Connection, each line		$25.00
Record Change Only	$25.00	$35.00

B. Monthly Charges

Access Line Charge, Per "800" Service	$35.80
Access Line Charge, Per Each Outward Line	$31.65
Access Line Extension, First	$22.85
Access Line Extension, Additional	$6.71

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.6. Wide Area Telecommunications Service (WATS), Continued

C. "800" Service Access Line Usage Charges

Number of Hours	Per Hour of Use	Per Rate Period	Per Access Line
First 25 Hours	$9.00	$7.20	$6.60
From 25:01 to 500	$6.60	$6.00	$5.40
500:01 and Over	$6.00	$6.00	$5.40

D. Outward WATS Access Line Usage Charges

Number of Hours	Per Hour of Use	Per Rate Period	Per Access Line
First 25 Hours	$9.00	$7.20	$6.60
From 25:01 to 500	$6.60	$6.00	$5.40
500:01 and Over	$6.00	$6.00	$5.40

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.7. Centrex Services

A. Service Charges

	Monthly	Non-Recurring/ Add'l Charge
Main C.O. Centrex Station (Primary Location)	$24.65	$30.00
- Connection Charge		$37.50
Main C.O. Centrex Station (Secondary Location)	$24.65	$30.00
- Connection Charge		$37.50
Centrex Extension, Each	$1.50	$25.00
- Connection Charge		25.00
Additional Listing Directory Number, Each	$13.65	$65.00
Dial or Manual Type Trunk Terminal, Each	$20.00	$65.00
Non-Switching Tie Lines Terminals (Call Completion by Attendant), Each: With Outward Dialing and Automatic Signaling.	$ 14.35	$ 100.00
Non-Switching Tie Lines Terminals (Call Completion by Attendant), Each: With Inward Dialing and Automatic Signaling.	$14.35	$100.00
Non-Switching Tie Lines Terminals (Call Completion by Attendant), Each: With Outward and Inward Dialing and Automatic Signaling.	$20.00	$100.00
Switching Tie Line Terminals, Each: Associated with lines using Local Facilities.	$28.70	$150.00
Switching Tie Line Terminals, Each: Associated with Toll Lines.	$40.00	$150.00
Switching Tie Line Terminals, Each: Associated with Common Control Switching Arrangements.	$72.15	$150.00

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.7. Centrex Services, Continued

B. Non-Recurring Charges

Change Restriction of a Centrex Line	$10.00
Change Extension to Main Centrex Stations	$30.00
Change in Station Hunting Group	$10.00
Change in Centrex Station Number	$10.00
Change in Listed Directory Number	$10.00
Change in Restriction of Incoming Tie Trunks, per Trunk	$10.00
Change Access Code to Special Services or Trunk Group	$10.00
Inside Move of an Attendant Console not requiring the relocation of the Attendant's Console Control Cabinet (Cable length between the attendant console and the attendant console control cabinet shall not exceed 300 feet. Otherwise, an additional charge will apply in accordance with actual costs).	$600.00

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.7. Centrex Services, Continued

C. Centrex Calling Features

	Monthly	Non-Recurring/ Add'l Charge
Station Hunting, Terminal, Circular and Secretarial Hunting, per Group	$4.30	$20.00
Call Forwarding, Busy Line per Centrex Line	$0.45	$7.50
Call Forwarding, Don't Answer per Centrex Line	$0.70	$7.50
Call Forwarding, Variable per Centrex Line	$0.70	$7.50
Call Waiting per Centrex Line Equipped	$0.95	$ 7.50
Call Forwarding Busy Line and Don't Answer per Centrex Line Equipped	$0.95	$7.50
Call Forwarding Busy Line, Don't Answer and Universal (Variable) per Centrex line Equipped	$1.65	$7.50
Call Waiting, Call Forwarding, Don't Answer and Call forwarding Universal (Variable) per Centrex Line Equipped	$2.00	$7.50
Speed Calling. Individual Short List (eight 1-digit numbers), per Centrex Line Equipped	$2.40	$7.50
Speed Calling. Individual Long List (thirty 2 -digit numbers), per Centrex Line Equipped.	$4.80	$7.50
Speed Calling. Group Long List (thirty 2-digit numbers). For first 20 Centrex Lines Equipped	$5.75	$7.50
Speed Calling. Group Long List (thirty 2-digit numbers). For each additional Centrex Line Equipped.	$0.30	-
Call Pick-Up, per Station	$2.00	$7.50

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.8. Direct Inward Dialing (DID) Services

	Monthly	Non-Recurring/ Add'l Charge
First Group of 40 DID Station Numbers, For Private Radio Telephone and Private On-Way Radio Signaling Systems	$12.00	$65.00
First Group of 40 DID Station Numbers, For Voice Mail, PBX and Similar Communication Systems	$34.80	$65.00
Each Additional Group of 20 DID Station Numbers, For Private Radio Telephone and Private On-Way Radio Signaling Systems	$6.00	$35.00
Each Additional Group of 20 DID Station Numbers, For Voice Mail, PBX and Similar Communication Systems	$17.40	$35.00
DID Trunks, Each	$90.20	$35.00

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.9. ISDN Services

A. Service Charges

	Monthly	Non-Recurring/ Add'l Charge
Access and Basic Group of Features (BRI)	$35.00	
Access and Basic Group of Features (PRI)		
Additional Feature: Additional Multiple Call Appearances, Each	$2.00	$15.00
Additional Feature: 30 Port Conferencing for Flexible Calling	$3.00	$15.00
Additional Feature: Secondary Telephone Number, Charge per Number	$2.00	$15.00
Additional Feature: Secondary Telephone Number, Charge per Group of Forty (40) Numbers	$34.80	$50.00
Additional Feature: Secondary Telephone Number, Charge per Group of Twenty (20) Numbers	$17.40	$50.00
ISDN-PRI (monthly allowance of 10,000 message units for local calls), per Arrangement	$1,200.00	-
Additional Units (in excess of the monthly allowance times the ISDN-PRIs arrangements)	-	$0.13

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SECTION 4 - LOCAL EXCHANGE SERVICE RATES AND CHARGES, Continued

4.1. GRANITE SERVICE CHARGES, Continued

4.1.9. ISDN Services, Continued

B. Non-Recurring Charges

Programming in Central Office and Service Order Charge	$120.00
Programming in Central Office of Equipment Different from the one Provided by PRTC, and not Compatible	$80.00
Reprogramming of Features, per Feature and per Service Order	$15.00
Programming in Central Office and Service Order Charge	$940.00
Reprogramming of Access or Features, and Service Order, Each B Channel	$15.00
Reprogramming of Additional Multiple Call Appearances, Each	$15.00

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SECTION 5 - INTEREXCHANGE SERVICE RATES AND CHARGES

5.1. INTEREXCHANGE SERVICE CHARGES

5.1.1. Switched Access Outbound Service

Cumulative Monthly Calling	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
$0 - $99.99	$0.0895	$0.0179	$0.0895	$0.0179	$0.0895	$0.0179
$100 - $999.99	$0.0845	$0.0169	$0.0845	$0.0169	$0.0845	$0.0169
$1000 and Up	$0.0795	$0.0159	$0.0795	$0.0159	$0.0795	$0.0159

5.1.2. Switched Access Inbound Service

Cumulative Monthly Calling	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
$0 - $99.99	$0.0895	$0.0179	$0.0895	$0.0179	$0.0895	$0.0179
$100 - $999.99	$0.0845	$0.0169	$0.0845	$0.0169	$0.0845	$0.0169
$1000 and Up	$0.0795	$0.0159	$0.0795	$0.0159	$0.0795	$0.0159

5.1.3. Dedicated Access Outbound Service

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	$0.0600	$0.0120	$0.0600	$0.0120	$0.0600	$0.0120

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SECTION 5 – INTEREXCHANGE SERVICE DESCRIPTIONS AND RATES, Continued

5.1. INTEREXCHANGE SERVICE CHARGES, Continued

5.1.4. Dedicated Access Inbound Service

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	$0.0600	$0.0120	$0.0600	$0.0120	$0.0600	$0.0120

5.1.5. Directory Assistance

Rate per access $0.65

5.1.6. Operator Assisted Calling Services

Granite provides operator assisted calling as an ancillary service exclusively to its subscribers. Operator assisted calling services are provided to subscribers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to the underlying carrier's intrastate tariffs on file with the Board.

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SECTION 5 – INTEREXCHANGE SERVICE DESCRIPTIONS AND RATES, Continued

5.2. TIME PERIODS

The application periods for the service are:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
8:00 AM to 4:59 PM	Day	Day	Day	Day	Day	Eve	Eve
5:00 PM to 10:59 PM	Eve	Eve	Eve	Eve	Eve	Eve	Eve
11:00 PM to 7:59 AM	Night	Night	Night	Night	Night	Night	Night

Night Rate applies to selected holidays (New Year's Day, July 4, Labor Day, Thanksgiving and Christmas). On these holidays the Night Rate applies all day, unless a lower rate would normally apply.

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SECTION 6 - FEDERAL GOVERNMENT SERVICE AGREEMENTS

6.1. GENERAL

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

6.2. ENTERPRISE INFRASTUCTURE SERVICES (EIS)

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

A. Terms and Conditions

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

B. Rates and Charges

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

	NONRECURRING CHARGE	MONTHLY RATE
• Commercial Analog Business Lines (POTS)	ICB	ICB
• Analog PBX Trunks	ICB	ICB
• Digital PBX Trunks	ICB	ICB
• ISDN Basic rate Interface (BRI)	ICB	ICB
• ISDN Primary rate Interface (PRI)	ICB	ICB

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SECTION 7 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY

7.1. GENERAL

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

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

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

7.2. TSP PROGRAM COMPONENTS

The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.

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

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SECTION 7 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY, Continued

7.3. TSP REQUEST PROCESS – RESTORATION

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

1. determine that the user's telecommunications service supports an NS/EP function under one of the following TSP categories.

    a. National Security Leadership

        1. National Security Posture and U.S. Population Attack Warning
        2. Public Health, Safety, and Maintenance of Law and Order
        3. Public Welfare and Maintenance of National Economic Posture.

2. identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer Premises Equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (http://tsp.ncs.gov/).

4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (http://tsp.ncs.gov/), for information on identifying a sponsor for TSP requests.

5. Submit the SF 315 to the OPT.

6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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SECTION 7 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY, Continued

7.4. TSP REQUEST PROCESS – PROVISIONING

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

1. certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

2. verify that the Company cannot meet the service due date without a TSP assignment.

3. obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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SECTION 7 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY, Continued

7.5. RESPONSIBILITIES OF THE END USER

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

1. Identify telecommunications services requiring priority.

2. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).

3. Accept TSP services by the service due dates.

4. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.

5. Pay the Company any authorized costs associated with priority services.

6. Report to the Company any failed or unusable services with priority levels.

7. Designate a 24-hour point of contact for each TSP request and apprise the OPT.

8. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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SECTION 7 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY, Continued

7.6. RESPONSIBILITIES OF THE COMPANY

The Company will perform the following:

1. Provide TSP service only after receipt of a TSP authorization code.

2. Revoke TSP services at the direction of the end-user or OPT.

3. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).

4. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.

5. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.

6. Confirm completion of TSP service order activity to the OPT.

7. Participate in reconciliation of TSP information at the request of the OPT.

8. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.

9. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.

10. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.

11. Disclose content of the NS/EP TSP database only as may be required by law.

12. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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SECTION 7 - EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY, Continued

7.7. PREEMPTION

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

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SECTION 8 – CRITICAL FACILITIES ADMINISTRATION SERVICE

8.1. PROGRAM OVERVIEW

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

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

8.2. CUSTOMER RESPONSIBILITIES

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

8.2.1. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."

8.2.2. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

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SECTION 8 – CRITICAL FACILITIES ADMINISTRATION SERVICE, Continued

8.3. CARRIER OBLIGATIONS

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

8.3.1. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, cross boxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.

8.3.2. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.

8.3.3. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.

6.3.4. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.

8.3.5. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.

8.3.6. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

8.4. RATES

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

Critical Facilities Administration, Per Hour	$120.00

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