

LONG DISTANCE TARIFF

GRANBY TELEPHONE LLC
D/B/A OTT COMMUNICATIONS

M.D.T.C. Tariff No. 7

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

This tariff applies to Long Distance Message Telecommunications Service furnished for intrastate interexchange telecommunications services provided by Granby Telephone LLC d/b/a OTT Communications to business and residential customers within the Commonwealth of Massachusetts.

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Ed Tisdale
Vice President

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CHECK SHEET

The Title Page and Original Pages 1 to 17, inclusive, in this Tariff are effective as of the date shown.

<u>Page</u>	<u>Revision</u>
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CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

EXPLANATION OF SYMBOLS

C – to signify a changed regulation
D – to signify a discontinued rate or regulation
I – to signify a rate increase
M – to signify a matter moved or relocated without change
N – to signify a new rate or regulation
R – to signify a reduction
S – to signify a reissued matter
T – to signify a change in text but no change in rate or regulation
Z – to signify a correction

EXPLANATION OF ABBREVIATIONS

Company – Granby Telephone LLC
d/b/a OTT Communications

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE**1. APPLICATION OF SERVICE**

This tariff contains the regulations and rates applicable to the provision of Long Distance Message Telecommunications Service by Granby Telephone LLC d/b/a OTT Communications (hereinafter referred to as the Company). Service is furnished subject to transmission, atmospheric and like conditions.

2. REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to provide Long Distance message Telecommunications Service in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of satellite or other transmission medium capacity or because of any causes beyond its control.

2.1.3 Liability of the Company

- A. Except as stated in this Section 2.1.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- B. The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to five times the initial minute charge provided for under this tariff for the intrastate long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- C. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

D. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's Long Distance Message Telecommunications Service. Nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services.

2.1.4 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

2.1.5 Provision of Equipment and Facilities

- A. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the company shall not be responsible for:
1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmissions; or
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.2 Prohibited Uses

Long Distance Message Telecommunications Service shall not be used for any unlawful purpose.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its officers, employees, agents or contractors of the Customer.

2.4 Use of Service

Long Distance Message Telecommunications Service may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff and the policies and regulations of the Massachusetts Department of Telecommunications and Energy.

2.5 Customer Equipment Channels

2.5.1 Interconnection of Facilities

- A. Interconnection between Customer-provided and Company-provided service must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer-provided and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Leased channels obtained from the Company for Long Distance Message Telecommunications Services are domestic leased channels and are not covered by this tariff.
- B. In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Cont'd)

2.5 Customer Equipment and Channels (Cont'd)

2.5.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will, upon request, 24 hours in advance, provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.6 Payment Arrangements

2.6.1 Payment for Service

- A. The Customer is responsible for payment of all charges for facilities and services furnished by the Company. Federal, state and local sales, use and excise taxes, where applicable, shall be added to the charges contained herein. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may subsequently become applicable retroactively.
- B. Bills are due and payable upon receipt. If the Customer's net bill is not paid (payment received by the Company) within twenty (20) days after the invoice date listed on the bill it shall become a delinquent bill and interest at the lesser of (1) the rate of one and one-half percent (1.5%) per month or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings then the defendant Customer shall pay the reasonable attorneys' fees and costs of the Company in prosecuting such proceedings and appeals therefrom.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.1 Payment for Service (Cont'd)

- C. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.
- D. Customers are responsible for any previously unbilled charge for services furnished prior to three months immediately preceding the date of the bill, except for collect calls, credit card calls, third party calls and "Error File" calls (those which cannot be billed due to the unavailability of complete billing information to the company) which shall have a six-month back billing period. In case of fraud, a back billing period of no more than three years will apply.

2.6.2 Security for Payment

- A. The Company reserves the right to require all Customers to establish credit worthiness to the seasonable satisfaction of the Company. Upon application for service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then existing credit policies.
- B. Prior to service activation, the Company reserves the right to require any Customer whose credit worthiness has not been established to make a deposit to guarantee payment of charges. After service activation, if Customer's recurring charges are usage sensitive and Customer's actual monthly usage exceeds Customer's estimated monthly usage by more than 25% a deposit or additional deposit may be required.
- C. The total amount of any security deposit, if required by the Company, shall be a maximum of the Customer's estimated charges for two (2) months' service. Deposits may be applied against any bill(s) owed by Customer to the Company for service rendered hereunder and the Company's intrastate service and installation of service, to the extent that such bill(s) are unpaid more than thirty (30) days after the bill date.
- D. Upon the discontinuance of service, the Company will refund Customer's deposit to the extent that it exceeds any unpaid charges for installation and service to the Customer.
- E. The unused portion of such a deposit will be refunded if customer has demonstrated its credit worthiness by paying each and every bill rendered by the Company for service within the prescribed period for each of the twelve (12) months following the tender of such deposit.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.3 Discontinuance of Service for Cause

Upon non-payment of any sum owing to the Company for more than 30 days beyond the date of rendition of the bill for service or upon violation of any of the terms or conditions governing the furnishing of service under this tariff, the Company may, after 24 hour advance notice in writing to the Customer, without incurring any liability, discontinue the furnishing of service under this tariff.

2.7 Definitions

Access Line: A transmission path that connects a Customer premise to a Local Exchange Carrier's Central Office.

Call: A completed connection established between a calling station and one or more called stations.

Called Station: The station (i.e., telephone number) called, or the terminating point of a call.

Calling Card: A card assigned by local telephone companies which enables users to bill telephone calls to their telephone company account.

Company: The term "Company" denotes Granby Telephone LLC d/b/a OTT Communications.

Customer: The person or legal entity that orders long distance service (either directly or through an agent) and is responsible for payment of tariffed charges for services furnished to that Customer.

Customer Dialed and Operator Assisted: Calls wherein the end user dials "0" plus the called number and chooses to bill the call to a third party number to provide billing and collection services on behalf of its Customer, including the Company.

Customer Dialed Calling Station: A Calling Card call that does not require intervention by an attended operator position to complete.

Operator Dialed Surcharge: Distant number calls that Customer could dial but gets operator to dial (i.e., "0-" or "00").

Customer Dialed/Automated: Calls wherein the end user dials "0" plus the called number and chooses to bill the call to a calling card or the called number (collect call) and wherein call placement and recordation of billing information is performed without the assistance of a live operator.

Operator Station: Services, other than Customer Dialed Calling Station service and person-to-person service, which require the assistance of an operator to complete the call.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Cont'd)

2.7 Definitions (Cont'd)

Person to Person: Service for which the person originating the call specifies to the operator a particular person, mobile station, department, extension, or office to be reached.

Premises: A building on continuous property not separated by a public thoroughfare.

1. SERVICE OFFERINGS

3.1 Intrastate Message Telecommunications Service

3.1.1 Description of Services

Intrastate Message Telecommunications Service consists of the furnishing of switched message telephone service between points within the Commonwealth of Massachusetts. Such service is available twenty-four (24) hours a day, seven (7) days a week, and is available to both business and residential customers.

The Company maintains its headquarters in Granby, Massachusetts.

3.1.2 Explanation of Rates for Intrastate Message Telecommunications Service

A. One Rate Plan

Customers subscribing to the Company's One Rate Plan will be charged at the rate of \$0.07 per minute for both intrastate and interstate minutes for all periods.

B. Two Rate Plan

Customers subscribing to the Company's Two Rate Plan will be charged at the rate of \$0.06 per intrastate minute and \$0.09 per interstate minute for all periods.

C. Call Around 413 Service

Customers subscribing to the Company's Call Around 413 Service will be charged at the rate of \$3.00 for the initial one hour of usage per billing cycle and \$0.04 cents per each additional minute. Call Around 413 Service is limited to customers of record, at existing locations, on or before December 15, 2004.

D. Non-Toll Plans

Customers subscribing to the Company's toll service or default toll service that do not choose an optional calling plan will be charged the rate of \$0.01 per message plus \$0.19 per minute Peak and \$0.13 per minute Off-peak.

(N)

(N)

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. SERVICE OFFERINGS (Cont'd)

3.1 Intrastate Message Telecommunications Service (Cont'd)

3.1.2 Explanation of Rates for Intrastate Message Telecommunications Service (Cont'd)

E. Measurement of Toll Minutes

Accumulation of call message time is done on a per second basis and rounded to the next higher minute for billing.

(N)

(N)

F. Operator Service

The appropriate per-minute rates as described in Section 3.1.3(B) will apply plus a call placement charge added to the first minute of each call as shown in Section 3.1.3(C). An operator-dialed surcharge will be applied, if necessary.

(M)

G. Directory Assistance Service

Calls placed to Directory Assistance Centers for information or listings of dialable telephone numbers are provided at the rate of \$0.95. This charge applies whether the listed number is provided by live operator service or mechanical means.

H. Toll-Free Originating Service

Toll-Free originating service is a one-way inbound 800/888, or similar service, on feature group facilities provided by the Company and terminating on a regular telephone line(s) and is available to both business and residential Customers. This service enables the Customer to receive calls that are toll-free to the originating party. The Customer is responsible for payment of all charges at the rate of \$0.08 per minute for all periods.

I. Classes of Service

The Company provides the following classes of service:

Direct Dial
Operator Service

(M)

3.1.3 Rates

A. Calling Card Rules

(1) Usage Rate: \$0.10 per minute

B. Operator Services

(1) All (Rate Periods/Distances/Minutes): \$0.25 per minute