

**COMPETITIVE LOCAL EXCHANGE CARRIER**

Adams Digital Phone, Inc.

**COMPETITIVE LOCAL EXCHANGE CARRIER  
FACILITIES-BASED TARIFF**

**Regulations and Schedule of Charges**

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone Pa. P.U.C. Nos. 180A, 182, 182A, 185B, and 185C; Verizon North LLC Telephone Pa. P.U.C. Nos. 1, 3, 5, and 6; Commonwealth Telephone Company, LLC d/b/a Frontier Communications Commonwealth Telephone Company Pa. P.U.C. No. 23 and No. 24.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Filed in compliance with the  
Pennsylvania Public Utility  
Commission's Order entered on  
December 16, 2011, at Docket Nos. A-  
2011-2255856, A-2011-2255857, and  
A-2011-2255859.

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By: Wendy D. Hartman  
Adams Digital Phone, Inc.  
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570-282-6121

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**LIST OF MODIFICATIONS**

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**COMPETITIVE LOCAL EXCHANGE CARRIER****CHECK SHEET**

Original sheets as named below comprise the original Tariff and are currently in effect as of the date on the bottom of the check sheet. An asterisk (\*) indicates the most current revision.

<b>Sheet No.</b>	<b>Revision No.</b>	<b>Sheet No.</b>	<b>Revision No.</b>
Title	Original	24	Original
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
6.1	Original	31	Original
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11	Original	36	Original
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17	Original	42	Original
18	Original	43	Original
19	Original	44	Original
20	Original	45	Original
21	Original	46	Original
22	Original	47	Original
23	Original	48	Original

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## COMPETITIVE LOCAL EXCHANGE CARRIER

### TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
- 2.1  
2.1.A.  
2.1.A.1.(a).  
2.1.A.1.(a).I.
- D. Check Sheets - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**1. APPLICATION OF TARIFF**

**1.1. GENERAL**

This Tariff applies to the furnishing of Adams Local Service, defined herein, by Adams Digital Phone, Inc. (hereinafter referred to as the "Company"). Adams Local Service is furnished for the use of providers of interconnected VOIP services to serve their subscribers in placing and/or receiving local telephone calls within a Local Calling Area.

Services, features, and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available.

The provision of Adams Local Service is subject to existing regulations and terms and conditions specified in this Tariff and the Company's other tariffs and service guides, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as set forth in the Pennsylvania Code Title 52 Public Utilities, and other regulations as may be prescribed by the Pennsylvania Public Utility Commission.

**1.2. TARIFF REVISION SYMBOLS**

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The following tariff revision symbols are used for the purposes indicated below.

(C) - To signify changed regulation

(D) - To signify decreased rate

(I) - To signify increased rate

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**1. APPLICATION OF TARIFF (cont'd)**

**1.3. DEFINITIONS**

**Access Line**

An arrangement which connects the customer's location to the Company's designated point of presence or network switching center.

**Account**

The customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access line billed to the same customer address.

**Authorized User**

A person, firm or corporation, or any other entity authorized by the customer to communicate utilizing the Company's services.

**Company**

Whenever used in this Tariff, "Company", or "Adams" refers to Adams Digital Phone, Inc., unless otherwise specified.

**Customer**

The person or legal entity that subscribes to service under this Tariff and is responsible for payment of tariffed charges for services furnished to the customer. The customer may include a provider of retail interconnected VOIP service, that purchases Local Interconnection Service in order to serve its own end-users, which are the "subscribers" to the customer's interconnected VOIP service.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**1. APPLICATION OF TARIFF (cont'd)**

**1.3. DEFINITIONS (cont'd)**

**Customer Premises**

The customer premises is all space in the same building occupied by a customer and all space occupied by the same customer in different buildings on contiguous property.

**Exchange Area**

The geographic territory established by the Company and approved by the Commission for the provision of local telecommunications services.

**Local Interconnection Service**

The service provided by the Company under Section 6 of this Tariff to customers who provide retail interconnected VOIP service to their subscribers.

**Local Service Area**

A local service area is the region, comprised of one or more exchange areas, within which a customer can call another station at the rates and charges as specified in this Tariff.

**"Public Utility Commission" or "Commission"**

The Pennsylvania Public Utility Commission.

**Subscribers**

Subscriber means the interconnected VOIP end-user customer of the customer.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**2.1.1. GENERAL**

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. A month is considered to have 30 days for the purpose of computing charges in this Tariff.

Services, features and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available without unreasonable expense to the Company.

**2.1.2. TERMS AND CONDITIONS**

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. The customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Service.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.1. UNDERTAKING OF THE COMPANY (cont'd)**

**2.1.3. PROVISION OF EQUIPMENT AND FACILITIES**

- A. The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the customer. The customer may not, nor may the customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provides, installs, or has installed on its behalf.
- D. The customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.
- E. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. The customer is responsible for ensuring that customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.1. UNDERTAKING OF THE COMPANY** (cont'd)

**2.1.3. PROVISION OF EQUIPMENT AND FACILITIES** (cont'd)

- F. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the customer's premises to remove this equipment and the customer shall not unreasonably refuse such entry. If the customer refuses to allow removal of this equipment, the customer shall be liable to the Company for the actual cost of the equipment plus administrative costs. These fees may be added to the customer's telephone bill and the customer agrees to pay these fees. The customer shall assume responsibility for any and all such unrecovered equipment.
- G. The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

**2.1.4. RELEASE OF INFORMATION TO CARRIERS**

The Company will provide information to a Carrier who needs the information for allocation, billing or service purposes in compliance with all State and Federal requirements applicable to Customer Proprietary Network Information (CPNI).

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.1. UNDERTAKING OF THE COMPANY** (cont'd)

**2.1.5. CUSTOMER EQUIPMENT**

A customer may transmit or receive information or signals via the facilities of the Company by use of customer-provided equipment.

**A. Station Equipment**

Customer-provided terminal equipment on the customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the customer. Additionally, the customer shall maintain the Company provided equipment, and the electric power consumed by such equipment shall be at the expense of the customer.

The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with Company 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 the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the customer's expense.

**B. Inspections**

Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements specified in this Tariff.

If the customer fails to comply with the protective requirements described in A., above, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may, immediately and without notice, deny service when the customer (a) subjects Company or non-Company personnel to hazardous conditions; (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud; or (c) acts in a way that may cause immediate harm to the local network or other Company services.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.1. UNDERTAKING OF THE COMPANY** (cont'd)

**2.1.6. ABUSE AND FRAUDULENT USE**

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may, in accordance with Section 2.4 following, discontinue, suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

**A. Abuse**

The abuse of service is prohibited. The following activities constitute abuse:

1. Using the service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.
2. Using the service in such a way that it interferes unreasonably with the use of the service by others.
3. Establishing a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

**B. Fraudulent Use**

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

1. Rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish local service.
2. Using the service with the intent of gaining access to another customer's outbound calling capabilities on an unauthorized basis.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.1. UNDERTAKING OF THE COMPANY** (cont'd)

**2.1.6. ABUSE AND FRAUDULENT USE** (cont'd)

**B. Fraudulent Use** (cont'd)

3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.
4. Refusing to provide, or providing false information to the Company regarding the customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.
5. Refusing to provide payment, or security for the payment for service(s), advance payments or deposits as specified in this Tariff.
6. Placing or receiving calls with the intent of defrauding the Company.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.2. LIABILITY OF THE COMPANY**

**2.2.1. SERVICE LIABILITY**

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
  - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
  - 2. Claims for patent infringement arising from the customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
  - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer and authorized user from any and all claims by any person relating to the services so provided.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.2. LIABILITY OF THE COMPANY (cont'd)**

**2.2.1. SERVICE LIABILITY (cont'd)**

- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer and authorized user against claims of patent infringement arising solely from the use by the customer or authorized user of services offered under this Tariff and will indemnify such customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.
- H. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services.

**2.2.2. TEMPORARY SUSPENSION FOR REPAIRS**

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers who may be affected reasonable notice thereof as circumstances permit, and will perform the work with reasonable diligence and, if practicable, at times that will cause the customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or customer's service.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.2. LIABILITY OF THE COMPANY (cont'd)**

**2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS**

- A. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment furnished by the customer and connected to the Company's terminal.
- B. When main telephone service is interrupted for a period of at least 24 hours, the Company, after due notice by the customer, shall apply the following schedule of allowances except in situations as provided in Paragraph 3 following.
  - 1. 1/30 of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative by the Company to the extent of being useless for each of the first three full 24-hour periods during which the interruption continues after notice by the customer, when the out-of-service period extends beyond a minimum period of 24 hours.
  - 2. 2/30 of each full 24 hour period beyond the first three 24 hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered inoperative to the extent of being useless.
  - 3. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the customer to the Company.
- C. Nothing contained herein and no tariff adopted hereto shall limit any responsibility or liability on the part of the Company to a customer which would exist pursuant to law but for this rule and said Tariff.
- D. The foregoing allowances shall not be applicable where service is interrupted by the negligence or willful act of the customer to service, or where the Company pursuant to the terms of the contract for service suspends or terminates service for non-payment of charges or for unlawful or improper use of facilities or for any other reason provided for in this Tariff.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.2. LIABILITY OF THE COMPANY (cont'd)**

**2.2.4. LIMITATION OF LIABILITY**

**A. Unauthorized Computer Intrusion**

With respect to any other claim or suit by a customer subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company or its customers shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

**B. Transmission of Data**

The Company shall not be held liable for any damage, harm or loss of data caused by the customer or a subscriber using the Company's access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

**C. Unauthorized Devices**

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.3. PAYMENTS AND CHARGES**

**2.3.1. ESTABLISHMENT AND REESTABLISHMENT OF CREDIT**

In order to insure the payment of all charges due from its services, the Company may require a customer to establish and maintain his credit in one of the following ways: 1) by furnishing references suitable to the Company; 2) by providing a suitable guarantee in writing, in form prescribed by the Company; 3) by means of a cash deposit.

**2.3.2. BILLING AND COLLECTION**

The customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the customer.

The Company will establish a monthly billing date for each customer account and shall bill all charges incurred by and credits due to the customer under this Tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill.

When the customer's service does not begin on the first day of the billing cycle or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis or a bill credit may be applied for the fraction of the billing cycle in which service was not furnished.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.3. PAYMENTS AND CHARGES (cont'd)**

**2.3.3. BILLING DISPUTES**

The customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff. In the case of unresolved disputes the customer may contact the Bureau of Consumer Services at the following address:

The Bureau of Consumer Services  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17120  
Telephone No: 1-800-692-7380

**2.3.4. ADVANCE PAYMENTS**

The Company may require a customer to make an advance payment before services and facilities are furnished in the following cases: 1) the construction of facilities and furnishing of special equipment, or 2) temporary service for short-term use. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.3. PAYMENTS AND CHARGES (cont'd)**

**2.3.5. DEPOSITS**

Deposits may be required from customers whose credit history is unacceptable or unavailable. Deposits will be collected and returned in accordance with Commission regulations at 52 Pa. Code §64.31 and §64.41.

The fact that a deposit may have been made in no way relieves the customer or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered.

**2.3.6. RETURNED CHECK CHARGE**

The customer will be assessed a charge of twenty dollars (\$20.00) for each check, draft, or electronic funds transfer, in addition to any late payment charges as specified in Section 2.3.7, submitted by the customer to the Company which a financial institution refuses to honor.

**2.3.7. LATE PAYMENT CHARGE**

Where payment of any billed amount is not received within five (5) days after the due date, the unpaid balance carried forward to the next month's bill may be subject to a late payment charge in the amount of 1.5% of the unpaid balance for business customers. Late payment charges do not apply to the disputed amounts portion of unpaid balances, if resolved in favor of the customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date on the customer's bill.

**COMPETITIVE LOCAL EXCHANGE CARRIER****2. GENERAL REGULATIONS (cont'd)****2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE****2.4.1. CANCELLATION OF SERVICE**

Except for Local Interconnection Service provided pursuant to an ICB, the customer may cancel service at any time upon written or oral notice to the Company. Upon such termination the customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

**2.4.2. DISCONTINUANCE OF SERVICE**

- A. The Company may suspend service under the following conditions provided that, unless otherwise stated, the customer shall be given seven (7) days written notice to comply with any rule or remedy any deficiency:
1. For nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company.
  2. For failure to make a deposit as security for payment of future bills, the failure to provide a guarantee or establish credit, or the failure to comply with the material terms of a payment agreement.
  3. For use of telephone service for any property or purpose other than that described in the application.
  4. In the event of abandonment of the service or any other violation by the customer of the rules, regulations or conditions under which service is furnished.
  5. Any use of service by a customer in such a manner as to interfere unreasonably with or impair the use of service rendered to one or more other customers or that is used for any purpose other than as a means of communication.
  6. Violation of any tariff provision so as to threaten the safety of any person or the integrity of the service delivery system of the Company.
  7. Fraud or material misrepresentation of identity to obtain telephone service.
  8. Unpaid indebtedness for telephone service previously furnished by the Company in the name of the customer within four (4) years of the date the bill is rendered.



**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE (cont'd)**

**2.4.2. DISCONTINUANCE OF SERVICE (cont'd)**

9. In the event of unauthorized or fraudulent use of service.

10. Without notice when the use of the service by a customer endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company. At the time of suspension, the Company will mail a notice of suspension to the customer's billing address.

B. Pursuant to notice to the customer in accordance with Commission regulation at 52 PA Code, Chapter 64.123, when at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: 1) failure to make satisfactory arrangements to pay arrearages; 2) failure to post a deposit, furnish a third-party guarantee or otherwise establish credit; 3) failure to meet the requirements of a payment agreement; or 4) failure to give adequate assurances that an unauthorized use or practice will cease.

**2.4.3. CHANGES IN SERVICE**

The customer will be assessed a Service Change Charge for any request of change in service, as specified in Sections 5 and 6, following. Appropriate premises work charges may also apply in addition to prorated monthly charges, if applicable. Service Change Charges are listed in Section 4.

**2.4.4. RESTORATION OF SERVICE**

A reconnection fee per occurrence may be charged when service is reestablished for customers or subscribers who have been suspended for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer premises visit is required, an additional fee may be charged.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES**

**2.5.1. GENERAL**

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

**2.5.2. SURCHARGE**

There shall be added to charges billed for service under this Tariff, PA P.U.C. No. 1 (except as otherwise specified), a surcharge of 0.00% for service rendered on or after the effective date of this Tariff.

The above surcharge will be recomputed using the elements prescribed by the Commission:

- Whenever any of the tax rates used in the calculations of the surcharge are changed.
- Whenever required by action of the Pennsylvania Public Utility Commission.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions said recomputation. If the recomputed surcharge is less than the one in effect, the Company will, and, if the recomputed surcharge is more than the one in effect, the Company may, submit with such recomputation a Tariff revision to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.6. NOTICES AND COMMUNICATIONS**

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

**2.7. SPECIAL CONSTRUCTION**

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the customer. Special construction includes, but is not limited to, construction undertaken:

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

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**COMPETITIVE LOCAL EXCHANGE CARRIER****3. SERVICE AREAS****3.1. LOCAL EXCHANGE SERVICE**

The Company will provide Local Exchange Service in the following exchanges where facilities and equipment are available. The local calling areas indicated below include unlimited local calling from the associated exchange. All exchanges are located in Verizon-Pennsylvania area unless indicated otherwise.

**3.1.1. LOCAL CALLING AREAS****Service Area of Incumbent Local Exchange Carrier: Verizon PA and Verizon North**

<u>Exchange</u>	<u>Local Calling Area</u>
Carbondale	Carbondale, Chapman Lake (Verizon North), Clifford (The North-Eastern Pa. Tel. Co.), Forest City (The North-Eastern Pa. Tel. Co.), Jermyn, Olyphant, Scranton, Waymart (The South Canaan Tel. Co.)
Chapman Lake	Carbondale, Clark Summit (Commonwealth Telephone Co.), Jermyn, Olyphant, Scranton
Hamlin	Hamlin, Lake Ariel, Moscow, Newfoundland, Olyphant, Scranton, Wallenpaupack
Hawley	Hawley, Honesdale, Lords Valley, Newfoundland, Wallenpaupack
Honesdale	Beach Lake (Verizon North), Galilee (Verizon North), Hawley, Honesdale, Lake Ariel, Lords Valley, Pleasant Mount (The North-Eastern Pa. Tel.Co.), South Canaan (The South Canaan Tel.Co.), Wallenpaupack, Waymart (The South Canaan Tel. Co.)
Jermyn	Carbondale, Chapman Lake (Verizon North), Jermyn, Olyphant, Scranton
Lake Ariel	Hamlin, Honesdale, Lake Ariel, Newfoundland, Olyphant, Scranton, South Canaan (The South Canaan Tel. Co.), Wallenpaupack, Waymart (The South Canaan Tel.Co.)
Moscow	Hamlin, Moscow, Newfoundland, Scranton, Wallenpaupack
Newfoundland	Cresco, Hamlin, Hawley, Lake Ariel, Lords Valley, Moscow, Mount Pocono, Newfoundland, Wallenpaupack
Olyphant	Carbondale, Chapman Lake (Verizon North), Hamlin, Jermyn, Lake Ariel, Olyphant, Scranton, Taylor
Wallenpaupack	Hamlin, Hawley, Honesdale, Lake Ariel, Lords Valley, Moscow, Newfoundland, Wallenpaupack

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**3. SERVICE AREAS (cont'd)**

**3.1. LOCAL EXCHANGE SERVICE** (cont'd)

**3.1.1. LOCAL CALLING AREAS** (cont'd)

Service Area of Incumbent Local Exchange Carrier: Commonwealth Telephone/Frontier Communications Company

<u>Exchange</u>	<u>Local Calling Area</u>
Brooklyn	Brooklyn, Montrose, Nicholson, Springville
Hallstead	Hallstead, Lawsville, New Milford (North Eastern), Susquehanna
Nicholson	Brooklyn, Dalton, Factoryville, Lake Winola, Nicholson, Springville, Tunkhannock
Susquehanna	Hallstead (North Eastern), Jackson (North Eastern), Susquehanna, Thompson (North Eastern)

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**COMPETITIVE LOCAL EXCHANGE CARRIER****4. MISCELLANEOUS SERVICES**

The services set forth in this Section are optional in nature and are available on an individual basis or as part of multiple feature packages. Miscellaneous Services are provided upon subscription request or, in some cases, are prearranged and activated by the customer's election to use the service. Services are provided subject to system and facility availability and may not be available with all classes of service.

**4.1. CUSTOM CALLING FEATURES**

Optional Custom Calling features are available with the Company's Local Service. Customers may order features individually or as part of a feature package. The Company's contract with the customer for Local Interconnection Service will specify the features that will be provided and the pricing thereof. Monthly recurring charges associated with features are applied per access line, and are in addition to any other applicable charges. Usage charges may also apply to some features.

**4.2. DIRECTORY ASSISTANCE SERVICE****4.2.1. GENERAL**

Directory Assistance Service is furnished upon customer request for assistance in obtaining directory listing information for listings that are within the local calling area or LATA of the originating line. Customers will be charged for all requests including requests for listings that are not available or not found. This service will be provided by an operator or a mechanized response system. The Company's contract with the customer for Local Interconnection Service will specify the availability of and pricing for Directory Assistance Service.

**4.3. DIRECTORY ASSISTANCE CALL COMPLETION SERVICE****4.3.1. GENERAL**

Directory Assistance Call Completion Service provides a customer calling Directory Assistance with the option of having the call completed to the requested number. A service message will inform the customer that he may be connected to the requested number automatically for a specified additional charge. The Company's contract with the customer for Local Interconnection Service will specify the availability of and pricing for Directory Assistance Call Completion Service.

**COMPETITIVE LOCAL EXCHANGE CARRIER****4. MISCELLANEOUS SERVICES (cont'd)****4.4. DIRECTORY LISTINGS**

The Company will arrange for the customer's residential subscribers' main billing numbers to be placed in the directory or directories of the dominant local exchange carrier. The regulations specified herein for directory listings apply only to the alphabetical section of the directory. The Company's contract with the customer for Local Interconnection Service will include the pricing for directory listings. Listings are intended solely for the purpose of identifying the customer's telephone number and as an aid to the use of telephone service.

- A. The listings of customers, either without charge or at the rate specified within this Tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by customers or prospective customers, the Company will not be a party to controversies between customers as a result of the publication of such listings in the directories.
- B. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the customer is not impaired.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the customer.
- D. The customer's subscribers will receive a standard listing in the alphabetical section of the directory which serves the customer's location.
- E. A service charge will apply for any customer-requested change in listing, as specified in Section 4.3.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. MISCELLANEOUS SERVICES (cont'd)**

**4.5. EMERGENCY TELEPHONE NUMBER SERVICE (911, E911)**

**4.5.1. 911 CAPABILITIES**

- A. The Company will assist the customer in the provision of 911 capabilities to its subscribers through a third-party service provider and subject to the limitations stated herein.
- B. The customer shall bear responsibility for all costs incurred by the Company in the provision of 911 capabilities to the customer's subscribers, including any charges or liability resulting from the customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in this tariff.
- C. The customer shall ensure that a subscriber does not use Local Interconnection Service from a location different from the subscriber's address and shall further ensure that telephone numbers are assigned to subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.
- D. 911 capabilities may not function, or may not function properly: (a) if a telephone number is assigned to a subscriber located outside of the ILEC rate center associated with such telephone number; (b) if a subscriber attempts a 911 call from a location different from the subscriber's address provided to the Company by the customer; (c) during a disruption of power at the subscriber location; (d) during a loss of connectivity to the subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (e) during any period where service to a subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (f) if incorrect or invalid subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (g) if equipment provided to or used by the subscriber fails to function or is improperly installed or configured.



**COMPETITIVE LOCAL EXCHANGE CARRIER**

**4. MISCELLANEOUS SERVICES (cont'd)**

**4.5. EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (cont'd)**

**4.5.1. 911 CAPABILITIES (cont'd)**

- E. 911 capabilities may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- F. The customer's agreements with subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 capabilities noted herein, which the Company may supplement from time to time; and (ii) a release in favor of the customer and the Company relating to claims arising out of the failure of 911 capabilities to function properly for the reasons set forth in this Section.
- G. Limitation of Liability – The limitations of liability set forth in Section 2.2 of this Tariff shall apply.

**4.5.2. DIRECTORY LISTINGS**

- A. The Company will assist the customer in the provision of directory listings to its subscribers through third-party providers.
- B. The customer shall bear responsibility for all costs incurred by the Company in the provision of directory listing services to the customer's subscribers, including any charges or liability resulting from the customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 4 of this tariff.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories by such any third-party service provider, or in accepting listings as presented by the customer on behalf of any such third-party service provider.

**COMPETITIVE LOCAL EXCHANGE CARRIER****4. MISCELLANEOUS SERVICES (cont'd)****4.6. PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (TRS)****4.6.1. GENERAL**

The Pennsylvania Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth of Pennsylvania. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech, as provided in AT&T Telecommunications Relay Services Tariff Pa.. P.U.C. No. 13.

**4.6.2. SURCHARGE**

In addition to the charges provided in this Tariff and other intrastate toll tariffs in which this Company concurs, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service.

This surcharge serves as a funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

	<b><u>RATE</u></b>
A. Pennsylvania TRS Surcharge, applicable to all bills issued on or after July 1, 2011	
1. Per Residence access line, per month	\$0.08
2. Per Business access line, per month	\$0.08

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**5. SPECIAL ARRANGEMENTS**

**5.1. MARKET TRIALS**

The Company may offer service to test and evaluate service capabilities, implementation procedures, technical processes, etc., or for market research including rate experimentation purposes. Such trials will be for a limited duration. The Company will file tariff pages for each market trial.

**5.2. PROMOTIONAL OFFERINGS**

From time to time, the Company will introduce promotional offerings. The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

Each promotional offering will have a duration no longer than six months and will not be offered more than once in any consecutive twelve month period.

Any customer will be allowed to participate in a promotional offering upon request, provided the Company has the necessary facilities and billing capabilities to permit such participation.

Promotional offerings will be filed with the Commission pursuant to 52 Pa. Code § 53.58.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LOCAL INTERCONNECTION SERVICE**

**6.1. LOCAL INTERCONNECTION SERVICE**

**6.1.1. GENERAL**

- A. Subject to the terms set forth in Section 6.1.4, following, this Section provides an overview of Local Interconnection Service ("LIS") and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for service. Charges will be offered to the customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a customer, the Company will negotiate in good faith with the customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to customers for resale to retail subscribers.
- E. The customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol ("VoIP") service. In addition, it is the customer's sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support "nomadic" VoIP services. As provided elsewhere in this Tariff, the customer must provide its services to subscribers at a fixed service address.
- G. The terms and conditions set forth in this Section 6.1 are in addition to the terms and conditions found in the General Regulations section of this Tariff.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1.2. RESERVED FOR FUTURE USE**

**6.1.3. DESCRIPTION OF SERVICE**

- A. LIS provides a connection between a customer's facilities and the public switched telephone network, and related services described herein. In order to make use of the Company's LIS, the customer's facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®). LIS does not support customers providing services to subscribers that operate using a different format.
- B. The IP-based, broadband connecting facility between customer and subscribers, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all customer premises equipment must be provided by the customer or its subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol.
- C. LIS is available to customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.
- D. LIS provides standard 10-digit telephone numbers with associated two-way statewide local exchange telecommunications service to permit customers to provide interconnected VoIP service to the customer's subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711), Toll, and Directory Listings. Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

**COMPETITIVE LOCAL EXCHANGE CARRIER****6. LOCAL INTERCONNECTION SERVICE (cont'd)****6.1. LOCAL INTERCONNECTION SERVICE (cont'd)****6.1.4. USE OF SERVICE**

- A. LIS is provided in accordance with the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Sections 6.1.8 and 6.1.9 of this Tariff.
1. The customer shall, at its sole cost, be responsible for providing all equipment software, facilities and IP connectivity (including connectivity to subscribers) necessary for the customer to provide interconnected VoIP service to its subscribers.
    - a. The customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the customer. If for two months in any twelve month period the customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the customer immediately with no liability from the Company to the customer for such termination.
    - b. The customer shall input, validate and maintain accurate subscriber information so that the Company can provide such customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The customer shall deliver to the Company valid service addresses that can be confirmed against the Master Street Address Guide ("MSAG").

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1.4. USE OF SERVICE (cont'd)**

- c. The customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.
- d. Based on the Company Obligations, LIS service is limited to subscribers physically located in areas served by the Company within the states/locations identified in Section 3.1.1. The customer shall in all cases assign telephone numbers to subscribers based on the subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Any such arrangements must be separately identified and negotiated between the Company and the customer and will be established, if at all, only on an "individual case basis."
- e. The Company and the customer will conduct interoperability testing prior to the customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1.5. TERM AND TERMINATION**

- A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of service by the customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.
- C. Discontinuance of Service for Cause
  - 1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the customer, discontinue or suspend service without incurring any liability.
  - 2. Upon customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
  - 3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.
  - 4. Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1.5. TERM AND TERMINATION (cont'd)**

5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The customer will be liable for all related costs. The customer will also be responsible for payment of any reconnection charges.
7. Upon the Company's discontinuance of service to the customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable.
8. In the event a customer's LIS is discontinued for any reason, it is the customer's responsibility to ensure its affected subscribers have access to an alternative 911 service.

**6.1.6. SUBSCRIBER ORDERS AND USAGE FORECASTS**

- A. The customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After doing so, the customer may submit customer orders to activate subscribers for use of LIS within a market ("subscriber order").
- B. The customer will provide the Company with a non-binding forecast setting forth the customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The customer may use other common carriers in addition to or in lieu of the Company.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1.7. LOCAL NUMBER PORTABILITY**

- A. Porting In. As between the Company and the customer, the customer may act as the Company's agent in obtaining subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the customer may provide interconnected VoIP service to the subscriber using that ported number. The customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21(m).
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.

**6.1.8. EMERGENCY 911 SERVICE**

- A. Subject to technical limitations which may vary from market location to market location, the Company shall offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The customer shall ensure that a subscriber does not use LIS from a location different from the subscriber's address and shall further ensure that telephone numbers are assigned to subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1.8. EMERGENCY 911 SERVICE (cont'd)**

- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a subscriber attempts a 911 call from a location different from the subscriber's address provided to the Company by the customer; (iii) during a disruption of power at the subscriber location; (iv) during a loss of connectivity to the subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- E. The customer's agreements with subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 11.1.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.
- F. **LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 7.1.9 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.**

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1.9. LIMITATION OF LIABILITY**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the customer for the amount of the cost of service during the outage.
- B. Except for the extension of allowances to the customer for interruptions in service as set forth in Section 6.1.9.A, the Company shall not be liable to a customer or subscriber or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.
- C. The liability of the Company for errors in billing that result in overpayment by the customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for any claims for loss or damages involving:
  - 1. Any act or omission of: (a) the customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1.9. LIMITATION OF LIABILITY (cont'd)**

D. (cont'd)

3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the customer, in which event the Company's liability is limited as set forth in this section;
7. Defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the customer, or the construction, installation, maintenance, presence, use or removal of the customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1.9. LIMITATION OF LIABILITY (cont'd)**

- E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the customer, a subscriber or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the customer, or a subscriber or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the customer. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- H. The customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the customer with respect to the services purchased under this Tariff, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the customer.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1.9. LIMITATION OF LIABILITY (cont'd)**

- I. The customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses and costs with regard to infringement of patents, trade secrets or copyrights arising from or in connection with customer provided facilities or services.
- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

**6.1.10. DIRECTORY LISTINGS**

- A. The Company will assist the customer in the provision of Standard, Non- Published and Non- Listed Directory Services (as those services are defined in Section 5, preceding).
- B. The Company's liability, if any, for its gross negligence or willful misconduct in the provision of Directory Services is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by (or other legal remedies available to) the customer for damages associated with Directory Services, the Company's liability, if any, shall not exceed the monthly charges, if any, for the impacted Directory Services for the affected period.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the customer.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1. LOCAL INTERCONNECTION SERVICE (cont'd)**

**6.1.11. DESCRIPTION OF RATES AND CHARGES**

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for service. Charges will be offered to the customer in writing and on a nondiscriminatory basis.
- B. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- C. Rates for Interstate and International services associated with LIS are included in the Company's Service Guides posted on the Company's website at [www.AdamsCable.com/tariffs](http://www.AdamsCable.com/tariffs).
- D. The customer will be assessed a charge for the addition of service(s) to existing equipment and/or service(s) at one location, or for the rearrangement or reclassification of existing service at the same location.



**COMPETITIVE LOCAL EXCHANGE CARRIER****6. LOCAL INTERCONNECTION SERVICE** (cont'd)**6.1. LOCAL INTERCONNECTION SERVICE** (cont'd)**6.1.12. RATES AND CHARGES**

A. Local Interconnection Service	<b><u>NONRECURRING CHARGE</u></b> <b>\$15,000</b>
E. Local Interconnection Port <ul style="list-style-type: none"><li>• Per-T-1 Equivalent</li><li>• All Other Bandwidths</li></ul>	<b><u>MONTHLY RATE</u></b> \$1,200.00 ICB
F. Local Interconnection Service	[1]

[1] The monthly rate for LIS is a function of a combination of market-specific cost considerations as well as customer-determined factors including service capacity, length of contract term, optional features, and maintenance and security considerations.