**Spectrotel, Inc.** d/b/a OneTouch Communications d/b/a Touch Base Communications 3535 State Highway 66, Suite 7

Neptune, NJ 07753

Iowa Products and Services Price List Page 1

Effective: April 24, 2015

#### LOCAL SERVICES PRICE LIST

#### SPECTROTEL, INC.

d/b/a OneTouch Communications d/b/a Touch Base Communications

#### LOCAL SERVICES PRICE LIST

This Price List sets forth the terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, hereinafter referred to as the Company, to Customers within the state of Iowa. Spectrotel's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by Qwest Communications, Inc. Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Company will mirror the Rate Groups and local calling areas of the incumbent LEC.

The regulations contained in this Price List apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

This Price List is available for review at the main office of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications at3535 State Highway 66, Suite 7, Neptune, NJ 07753.

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#### LOCAL SERVICES PRICE LIST

#### **CHECK SHEET**

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

<b>PAGE</b>	REVISION		<b>PAGE</b>	REVISION		<b>PAGE</b>	REVISION	
Title	Original	*	26	Original	*	52	Original	*
1	Original	*	27	Original	*	53	Original	*
2	Original	*	28	Original	*	54	Original	*
3	Original	*	29	Original	*	55	Original	*
4	Original	*	30	Original	*	56	Original	*
5	Original	*	31	Original	*	57	Original	*
6	Original	*	32	Original	*	58	Original	*
7	Original	*	33	Original	*	59	Original	*
8	Original	*	34	Original	*	60	Original	*
9	Original	*	35	Original	*	61	Original	*
10	Original	*	36	Original	*	62	Original	*
11	Original	*	37	Original	*	63	Original	*
12	Original	*	38	Original	*	64	Original	*
13	Original	*	39	Original	*	65	Original	*
14	Original	*	40	Original	*	66	Original	*
15	Original	*	41	Original	*	67	Original	*
16	Original	*	42	Original	*	68	Original	*
17	Original	*	43	Original	*	69	Original	*
18	Original	*	44	Original	*	70	Original	*
19	Original	*	45	Original	*	71	Original	*
20	Original	*	46	Original	*	72	Original	*
21	Original	*	47	Original	*			
22	Original	*	48	Original	*			
23	Original	*	49	Original	*			
24	Original	*	50	Original	*			
25	Original	*	51	Original	*			

<sup>\* -</sup> Indicates pages included with this filing.

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#### LOCAL SERVICES PRICE LIST

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#### **EXPLANATION OF SYMBOLS**

Changes to this Price List shall be identified on the revised page(s) through the use of symbols. The following symbols are used for the purposes indicated below.

- To signify a changed regulation. (C)
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in a rate or charge.
- (M) To signify material relocated from one page to another without change.
- To signify a new rate or regulation. (N)
- To signify a reduced rate or charge. (R)
- To signify a correction or reissued matter. (S)
- (T) To signify a change in text but no change in rate or regulation.

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#### LOCAL SERVICES PRICE LIST

## SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Advance Payment - Payment of all or part of a charge required before the start of service.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** - A person corporation or other entity who is authorized by the Company Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

**Automatic Numbering Identification**, (**ANI**) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Board - Iowa Utilities Board.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public

**Company** – Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, the issuer of this Price List.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Price List.

**Customer Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

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#### LOCAL SERVICES PRICE LIST

#### SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Price List by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Price List, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Price List or by applicable law.

**Joint User** - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Local Calling** - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

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

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

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#### SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence

**Premises** - (See Customer Premises).

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Service** - Any means of service offered herein or any combination thereof.

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service order or this Price List, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this Price List.

Services - The Company telecommunications services offered on the Company network.

**Shared Inbound Calls** - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company outbound service such that "1+10-digit number" calls are automatically routed to the Company or an IXC network. Calls to stations within the Customer's LATA may be placed by dialing "10XXXX" or "101XXXX" with 1+10-digit number."

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#### LOCAL SERVICES PRICE LIST

#### SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

**Station -** The network control signaling unit and any other equipment provided at the Customer premises that enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Price List.

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#### LOCAL SERVICES PRICE LIST

#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.1 Undertaking of the Company

#### **2.1.1** Scope

Service is furnished for telecommunications originating and terminating within the State of Iowa under the terms and conditions of this Price List.

The Company is responsible under this Price List only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services or to communicate with its own customers

Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.

#### 2.1.2 Shortage of Equipment or Facilities

- **A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- **B.** The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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#### LOCAL SERVICES PRICE LIST

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

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

#### 2.1.3 Terms and Conditions

- **A. Minimum Period -** The minimum service period is one month unless otherwise specified in this Price List or mutually agreed upon by contract
- **B.** Customers may be required to enter into written service orders that 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 Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the Price List, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price List prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- **D.** Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this Price List; or
  - 2. the Customer is using the service in violation of the law.

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#### LOCAL SERVICES PRICE LIST

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

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

#### 2.1.3 Terms and Conditions, (Cont'd.)

- **E.** Any other local exchange carrier may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- F. To the extent that either the Company or any other local exchange carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other local exchange carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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#### LOCAL SERVICES PRICE LIST

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

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

#### 2.1.4 Limitations 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, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- **B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or 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.
- 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.

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#### LOCAL SERVICES PRICE LIST

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

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

#### 2.1.4 Limitations of Liability, (Cont'd.)

- **D.** 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:
  - 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, except as contracted by the Company;
  - 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, work stoppages or other labor difficulties; 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;
  - 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 material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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#### LOCAL SERVICES PRICE LIST

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

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

#### 2.1.4 Limitations of Liability, (Cont'd.)

#### D. (Cont'd.)

- 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 paragraph A. of this Subsection 2.1.4.
- 7. 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;
- 8. Any noncompletion of calls due to network busy conditions;
- 9. Any calls not actually attempted to be completed during any period that service is unavailable;
- 10. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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#### LOCAL SERVICES PRICE LIST

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

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

#### 2.1.4 **Limitations of Liability, (Cont'd.)**

- Ε. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS. EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H. **Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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#### LOCAL SERVICES PRICE LIST

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

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

#### 2.1.4 Limitations of Liability, (Cont'd.)

#### I. With respect to Emergency Number 911 Service:

- 1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by mistakes, omissions, interruptions, delays, errors or other defects in the provision of service.
- 2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service.

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#### LOCAL SERVICES PRICE LIST

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

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

#### 2.1.4 Limitations of Liability, (Cont'd.)

#### I. With respect to Emergency Number 911 Service, (Cont'd.)

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

#### 2.1.5 Notification of Service-Affecting Activities

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

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#### LOCAL SERVICES PRICE LIST

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

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

#### 2.1.6 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 Price List. If the Company is unable to fulfill the Customer's request within fifteen (15) days, the Company will provide an alternate form of service.
- **B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- **D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. 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.

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#### LOCAL SERVICES PRICE LIST

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

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

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

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2. the reception of signals by Customer-provided equipment.

#### 2.1.7 Non-routine Installation

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

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#### LOCAL SERVICES PRICE LIST

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

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

#### 2.1.8 Special Construction

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

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

#### 2.1.9 Ownership of Facilities

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

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#### LOCAL SERVICES PRICE LIST

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

#### 2.2 Prohibited Uses

- **2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- **2.2.2** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Price List. The Customer or Authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company.
- **2.2.3** The Company may block any signals being transmitted over its network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- **2.2.4** A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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#### LOCAL SERVICES PRICE LIST

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

#### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with Price List regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- **A.** the payment of all applicable charges pursuant to this Price List;
- **B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these rules and regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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

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

#### 2.3.1 General, (Cont'd.)

- Ε. providing a safe place to work and complying with all laws and rules and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. complying with all laws and rules and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rightsof-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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

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

#### 2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (2.3.2.A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Price List or tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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

#### 2.4 Customer Equipment and Channels

#### 2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Price List. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Price List.

#### **2.4.2** Station Equipment

- **A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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

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

#### 2.4.3 Interconnection of Facilities

- **A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities or equipment of others shall be provided at the Customer's expense.
- **B.** Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of other communications carriers that are applicable to such connections.
- C. Facilities furnished under this Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price List. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.
- **D.** Customers may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Price List only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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

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

#### 2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- **B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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

#### 2.5 Customer Deposits and Advance Payments

The Company does not collect deposits or advance payments.

#### 2.6 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax and Gross Receipts Tax. Unless otherwise specified in this Price List, such taxes, fees and surcharges are in addition to rates as quoted in this Price List and will be itemized separately on Customer invoices.

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

#### 2.7 Billing and Payment

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will be charge once, on either an interstate or intrastate basis, for any nonrecurring charges.

#### 2.7.1 Billing and Collection of Charges

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

- **A.** Nonrecurring charges are due and payable within twenty (20) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within twenty (20) days after the bill is rendered. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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

#### 2.7 Billing and Payment, (Cont'd.)

#### 2.7.1 Billing and Collection of Charges

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price List or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- **E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, by the due date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5% or the highest allowable by law.
- **F.** If service is disconnected by the Company in accordance with Section 2.9 following and later restored, restoration of service will be subject to all applicable installation charges.

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

#### 2.7 Billing and Payment, (Cont'd.)

#### 2.7.2 Bill Dispute

The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Iowa Utilities Board in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Iowa Utilities Board 1375 East Court Avenue, Room 69 Des Moines, IA 50319-0069

Utility customer complaints or inquiries: (515) 725-7321 or (877) 565-4450.

Or via email to customer@iub.iowa.gov

#### 2.7.3 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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

#### 2.8 Cancellation of Application for Service

- **2.8.1** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.8.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.8.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- **2.8.4** The special charges described in 2.8.3 will be calculated and applied on a case-by-case basis.

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

## 2.9 Discontinuance or Interruption of Service by the Carrier

- **2.9.1** Except as provided in Section 2.9.2, the Company may discontinue service for the following reasons provided in this Section. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.
  - **A.** Upon nonpayment of any amounts for voice service owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 20 days from the date of the bill and only following proper written notification.
  - **B.** Upon nonpayment of a deposit, the Company may discontinue or suspend service without incurring any liability. Customers will be provided twelve (12) days written notice prior to discontinuance unless otherwise indicated.
  - C. Upon violation of any of the other material terms or conditions for furnishing service. Service may be discontinued or suspended without incurring any liability if such violation continues during that period.
  - **D.** 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.
  - **E.** Upon any governmental prohibition or governmental 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.
  - F. For failure of the Customer or prospective Customer to furnish service equipment, permits, certificates or rights-of-way specified to be furnished in the Company's rules filed with the Board as conditions for obtaining service, or for the withdrawal of the same equipment or the termination of those permissions or rights, or for the failure of the Customer or prospective Customer to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service by a contract.
  - **G.** For failure of the Customer to permit the Company reasonable access to its equipment.

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

#### 2.9 Discontinuance or Interruption of Service by the Carrier, (Cont'd.)

#### 2.9.1 (Cont'd.)

- **H.** Without notice in the event of a condition on the Customer's premises determined by the Company to be hazardous.
- **I.** Without notice in the event of Customer's use in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- **J.** Without notice in the event of tampering with equipment furnished and owned by the utility.
- **K.** Without notice in the event of fraudulent or unauthorized use.

#### 2.9.2 Medical emergency.

Disconnection of a residential customer will be postponed 30 days if an existing medical emergency of the customer, a member of the customer's family, or any permanent resident of the premises where service is rendered would present an especial danger to the health of any permanent resident of the premises. Indicators of an especial danger to health include, but are not limited to: age; infirmity; mental incapacitation; serious illness; physical disability, including blindness and limited mobility; and any other factual circumstance which may indicate a severe or hazardous health situation. The Company may require written verification of the especial danger to health by a physician or a public health official, including the name of the person endangered, and a statement that the person is a resident of the premises in question. Initial verification may be by telephone, but the Company will require a written verification within five days of the verification of the especial health danger by the physician or a public health official, including the name of the person endangered and a statement that the person is a resident of the premises in question. If the service has been disconnected within 14 days prior to verification of illness for a qualifying resident, service will be restored to that residence if a proper verification is thereafter made in accordance with the foregoing provisions. If the customer does not make payment during the 30-day period, the service is then subject to disconnection pursuant to Section 2.9.1.

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

#### 2.10 Allowances for Interruptions in Service

#### **2.10.1** General

A credit allowance will be given when service is interrupted, except as specified in Section 2.10.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Price List.

- **A.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- **B.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- C. 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.

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

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

#### 2.10.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- **A.** Due to the negligence of or noncompliance with the provisions of this Price List by any person or entity other than the Company, including but not limited to the Customer;
- **B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- **D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- **E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company, or utilize another service provider;
- **F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- **G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- **H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

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

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

# 2.10.3 Service Interruption Credits

- A. When a Customer's service is interrupted and remains out of service for more than twenty-four (24) consecutive hours after being reported to the Company or being found by the Company to be out of order, whichever occurs first, the Company shall make appropriate adjustments to the Customer's account.
- **B.** A credit shall be issued by the Company in the event of a service interruption that shall be the proportionate part of the monthly charges for all services and facilities rendered inoperative during the interruption. The adjustment shall begin with the hour of the report or discovery of the interruption.
- **C.** Adjustments not in dispute shall be rendered within two (2) billing periods after the billing period in which the interruption occurred.

#### 2.10.4 Use of Another Means of Communication

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

#### 2.10.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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

#### 2.11 Cancellation of Service/Termination Liability

The Customer must provide the Company thirty (30) days' notice prior to cancellation of service. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.10.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.7.1.

#### 2.11.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- **A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- **B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- **C.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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

#### 2.12 **Use of Customer's Service by Others**

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#### 2.12.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this Price List. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

#### 2.13 **Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties

- **2.13.1** to any subsidiary, parent company or affiliate of the Company;
- **2.13.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- **2.13.3** pursuant to any financing, merger or reorganization of the Company.

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

#### 2.14 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

#### 2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- **B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- **D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this Price List, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

If local exchange service is paid for by calling card, liability for unauthorized use of the calling card for other services will not affect local exchange services paid for by calling card.

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

#### 2.15 Notices and Communications

- **2.15.1** The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- **2.15.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- **2.15.3** Except as otherwise stated in this Price List, all notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- **2.15.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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

#### 2.16 Miscellaneous Provisions

#### 2.16.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

## 2.16.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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#### LOCAL SERVICES PRICE LIST

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

#### 2.17 Interconnection of Facilities

# SECTION 2.17 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY IOWA UTILITIES BOARD TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- **2.17.1** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Iowa Utilities Board to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- **2.17.2** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- **2.17.3** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers which are applicable to such connections.
- **2.17.4** Facilities furnished under this Price List may be connected to Customer provided terminal equipment in accordance with the provisions of this Price List. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those Regulations.

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#### **SECTION 3 - NONRECURRING CHARGES**

#### 3.1 Service Order and Change Charges

#### 3.1.1 General

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

#### **3.1.2** Rates

	Business	Residential
New Installation Charge, per line:		
Initial Line:	\$24.25	\$18.43
Additional Line, each:	\$24.25	\$18.43
Change Charges, per order		
Change number or class of service:	\$22.00	\$13.00
Change grade or type of service:	\$22.00	\$13.00

#### 3.2 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment, but before cancellation of the service.

	Business	Residential
Restoration, per account:	\$24.25	\$18.43

# 3.3 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	<b>Business</b>	Residential
Premises Visit Charge, Per Visit	\$95.00	\$95.00
Premises Work Charge		
Initial 30 minutes:	\$95.00	\$95.00
Each additional 15 minutes or fraction:	\$45.00	\$45.00

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#### **SECTION 3 - NONRECURRING CHARGES, (CONT'D.)**

#### 3.4 Carrier Presubscription

#### 3.4.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

- **3.4.2 Presubscription Options** Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:
  - **Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
  - Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
  - Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
  - **Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
  - Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
  - Option F: Customer may select a carrier other than the Company or no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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#### **SECTION 3 - NONRECURRING CHARGES, (CONT'D.)**

#### 3.4 Carrier Presubscription, (Cont'd.)

#### 3.4.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 3.4.5 below:

## 3.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 3.3.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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#### LOCAL SERVICES PRICE LIST

# **SECTION 3 - NONRECURRING CHARGES, (CONT'D.)**

#### 3.4 Carrier Presubscription, (Cont'd.)

#### 3.4.5 Presubscription Charges

#### A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 3.4.4 above, for any change thereafter, a Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

# **B.** Nonrecurring Charges

Per business or Residential line, trunk, or port

Electronic Request \$1.25 Manual Request \$5.50 **Spectrotel, Inc.** d/b/a OneTouch Communications d/b/a Touch Base Communications 3535 State Highway 66, Suite 7

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#### **SECTION 3 - NONRECURRING CHARGES, (CONT'D.)**

#### 3.5 Public Telephone Surcharge

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.54

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#### LOCAL SERVICES PRICE LIST

#### SECTION 4 - BASIC SERVICES AND RATES

#### 4.1 General

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

#### 4.1.1 Application of Business and Residential Rates

A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.

#### B. Business rates apply at the following locations, among others:

- 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
- 2. In Residential locations where the place of Residential is in the immediate proximity to a place of business and it is evident that the telephone in the Residential is or will be used for business purposes, and in Residential locations where an extension is located at a place where business rates would apply.
- 3. In the Residential of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
- 4. In any Residential location where there is substantial business use of the service and the customer has no service at business rates.

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#### LOCAL SERVICES PRICE LIST

#### **SECTION 4 – BASIC SERVICES AND RATES, (CONT'D.)**

#### 4.1 General, (Cont'd.)

#### 4.1.1 Application of Business and Residential Rates

#### C. Residential rates apply at the following locations, among others:

- 1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
- 2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

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#### LOCAL SERVICES PRICE LIST

#### SECTION 4 – BASIC SERVICES AND RATES, (CONT'D.)

#### 4.1 General, (Cont'd.)

# 4.1.2 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in A. following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in B. following are offered at no charge to Customers:

- **A.** Governmental fire fighting, Iowa Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- **B.** An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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#### LOCAL SERVICES PRICE LIST

#### SECTION 4 – BASIC SERVICES AND RATES, (CONT'D.)

#### 4.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- **4.2.1** Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- **4.2.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- **4.2.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- **4.2.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- **4.2.5** All times refer to local time.
- **4.2.6** Calls may be rated as Peak and Off-Peak. Off-Peak usage is considered to be from 9:00 PM to 8:00 AM on weekdays, and all day Saturday, Sunday, Thanksgiving Day, Christmas Day, New Years Day, Independence Day and Labor Day. All other calls are considered to be Peak usage.

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#### LOCAL SERVICES PRICE LIST

#### SECTION 4 – BASIC SERVICES AND RATES, (CONT'D.)

#### 4.3 Basic Local Exchange Service

#### 4.3.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- 1. receive calls from other stations on the public switched telephone network;
- 2. access the Company's Local Calling Services and other Services as set forth in this Price List;
- 3. access interexchange calling services of the Company and of other carriers;
- 4. access (at no additional charge) to the Company 's operators and business office for service related assistance;
- 5. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- 6. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residential and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

**4.3.2 Exchange Access Line -** The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

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#### LOCAL SERVICES PRICE LIST

#### **SECTION 4 – BASIC SERVICES AND RATES, (CONT'D.)**

#### 4.3 Basic Local Exchange Service, (Cont'd.)

# 4.3.3 Business Local Exchange Service

Business Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat or measured rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Calling features are available at the rates set forth in Section 5 of this Price List. Long distance\* and intraLATA toll usage\* will be billed at per-minute rates.

There are two (2) service options:

#### A. Flat Rate Service

Under this service offering, the Customer pays a flat monthly rate, which includes unlimited local calling within the local calling area.

#### **B.** Measured Service

Under this service offering the Customer pays a Network Access Line Charge, plus per minute usage rates for local calls.

<sup>\*</sup>Not regulated by the Board.

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#### LOCAL SERVICES PRICE LIST

# **SECTION 4 – BASIC SERVICES AND RATES, (CONT'D.)**

- 4.3 Basic Local Exchange Service, (Cont'd.)
  - 4.3.3 Business Local Exchange Service, (Cont'd.)
    - C. Rates and Charges
      - 1. Flat Rate Service

Flat Charge for Network Access Line and unlimited local calling within the local calling area.

Per Month, Per Line \$35.50

- 2. Measured Rate Service
  - a. Network Access Line Charge

Per Month, Per Line \$29.50

b. Local Usage

Per Minute \$0.03

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#### LOCAL SERVICES PRICE LIST

#### SECTION 4 – BASIC SERVICES AND RATES, (CONT'D.)

#### 4.3 Basic Local Exchange Service, (Cont'd.)

# 4.3.4 Residential Local Exchange Service

Residential Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Residential Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Residential Service is offered on a flat rate basis. Under the standard flat rate offering, the Customer pays a flat monthly rate, which includes unlimited local calling within the local calling area. Calling features are available upon request at the rates set forth in Section 4 of the Price List. Long distance\* and intraLATA toll usage will be billed at per-minute rates.

#### A. Rates and Charges

1. Flat Rate Service

Flat Charge for Network Access Line and unlimited local calling within the local calling area.

Per Month, Per Line \$19.10

\*Not regulated by the Board.

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#### LOCAL SERVICES PRICE LIST

#### **SECTION 5 – SUPPLEMENTAL SERVICES**

#### 5.1 Custom Calling Features

#### 5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

#### **5.1.2** Description of Features

**Anonymous Call Rejection** – Allows Customer to automatically reject calls that have been marked as anonymous.

**Call Blocker** – Allows Customer to block calls from preselected telephone numbers.

Call Forwarding - Automatically routes incoming calls to a predetermined telephone number

**Call Return -** Automatically redials the last incoming call.

**Call Trace -** Allows the Customer to dial a Call Trace activation code to initiate a trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the Central Office and will be made available only to law enforcement agencies, as directed by the Customers.

**Call Waiting -** Signals the Customer with a burst of tone to indicate that another call is waiting.

**Call Waiting ID** – Allows Customer to identify the name and number of an incoming caller when the customer is already speaking and another call is received.

**Caller ID -** Provides for the display of the calling party telephone number on Caller ID compatible customer premises equipment.

**Caller ID with Name** – Provides for the display of the calling party name and telephone number on Caller ID compatible customer premises equipment.

**Personalized Ring** – Provides the Customer with separate telephone numbers, each with a distinctive ring, associated with one line.

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#### LOCAL SERVICES PRICE LIST

#### SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)

#### 5.1 Custom Calling Features, (Cont'd.)

# 5.1.2 Description of Features, (Cont'd.)

**Priority Call** – Provides Customer with a distinctive ring when Customer is called from preselected telephone numbers.

**Remote Access to Call Forwarding** - Allows for the Customer to automatically forward all incoming calls to another telephone number.

**Repeat Dialing -** Automatically redials a busy number for up to 30 minutes until line is available.

**Speed Calling 8 -** Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

**Speed Calling 30 -** Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

Three-Way Calling - Allows the Customer to add a third party to an existing conversation.

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#### LOCAL SERVICES PRICE LIST

# **SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)**

#### 5.1 **Custom Calling Features, (Cont'd.)**

#### 5.1.3 **Rates and Charges**

The following features are available to Customers on a monthly basis. Customers A. are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the features.

The rates and charges below are provided on a month-to-month basis.

	Monthly Recurring Charge	
Custom Calling Feature	<b>Business</b>	Residential
Anonymous Call Rejection	\$6.00	\$6.00
Call Blocker	\$1.94	\$0.97
Call Forwarding Busy Line	\$5.80	\$1.85
Call Forwarding Don't Answer	\$4.00	\$1.05
Call Forwarding Busy Line/Don't Answer	\$5.50	\$1.25
Selective Call Forwarding	\$5.50	\$5.50
Call Return	\$5.50	\$5.50
Call Waiting	\$8.00	\$7.50
Call Waiting ID	\$8.00	\$7.50
Caller ID	\$10.00	\$9.00
Caller ID with Name	\$10.00	\$10.00
Personalized Ring – 1 number	\$7.45	\$6.00
Personalized Ring – 2 number	\$5.25	\$3.50
Personalized Ring – 3 number	\$5.25	\$3.50
Priority Call	\$5.00	\$5.00
Remote Access to Call Forwarding	\$9.00	\$6.00
Repeat Dialing	\$4.00	\$4.00
Speed Calling 8	\$4.50	\$4.50
Speed Calling 30	\$5.50	\$5.50
Three-Way Calling	\$6.00	\$5.50

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#### LOCAL SERVICES PRICE LIST

# **SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)**

#### 5.1 Custom Calling Features, (Cont'd.)

# 5.1.3 Rates and Charges, (Cont'd.)

**B.** The following features are available to all local exchange Customers on a per use basis. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

<b>Custom Calling Feature</b>	Rate Per Use
Call Return	\$0.95
Repeat Dialing	\$0.95
Three Way Calling	\$0.95
Call Trace	\$0.97

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#### LOCAL SERVICES PRICE LIST

#### SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)

# **5.2** Directory Assistance Service

#### 5.2.1 General

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges. There are no call allowances for Directory Assistance Services.

#### 5.2.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- **A.** Calls originating from a Public Telephone Service line to points within the local and intraLATA calling area.
- **B.** Requests for telephone numbers of non-published service.
- **C.** Requests in which the Directory Assistance operator provides an incorrect number provided that the calling party reports the wrong number to the Company.
- **D.** Requests for telephone numbers that were omitted from the alphabetical directory as a result of Company error.

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#### LOCAL SERVICES PRICE LIST

#### SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)

# 5.2 Directory Assistance Service, (Cont'd.)

#### **5.2.3** Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Local and IntraLATA DA, Per Call \$1.99

National DA, Per Call \$2.49

# **5.2.4** Call Completion

The appropriate operator assisted per call surcharge will apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number. See Section 5.3.3.A of this Price List for rates.

There are no allowances for Directory Assistance Call Completion, however, the Directory Assistance portion of the call is still governed by appropriate call allowances and exemptions as stated in Section 5.2.2 of this Price List.

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#### **SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)**

#### 5.3 Operator Services

#### 5.3.1 General

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

**Customer Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

**Operator Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

**Operator Station** - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

**Person-to-Person** - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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#### LOCAL SERVICES PRICE LIST

#### SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)

#### 5.3 Operator Services, (Cont'd.)

#### 5.3.2 Busy Line Verification and Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

A Verification Charge will apply when:

- **A.** The operator verifies that the line is busy with a call in progress, or
- **B.** The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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#### LOCAL SERVICES PRICE LIST

# **SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)**

# 5.3 Operator Services, (Cont'd.)

#### **5.3.3** Rates

# A. Local and IntraLATA Operator Service Rates

1. Usage Charges

Usage charges will be billed at the rate in effect for the presubscribed service plan purchased by the Customer.

#### 2. Per Call Service Charges

	Per Call
Calling Card (Automated)	\$0.55
Calling Card (semi-automated)	\$0.90
Operator Station (semi-automated)	\$1.25
Operator Station (Fully Assisted	\$1.25
Third Party Billed (non-automated)	\$3.35
Person-to-Person	\$3.35

#### **B** Busy Line Verification and Line Interrupt Service Rates

	<u>Per Request</u>
Busy Line Verification	\$1.45
Busy Line Interrupt	\$2.90

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#### LOCAL SERVICES PRICE LIST

#### **SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)**

#### 5.4 Directory Listing Service

#### **5.4.1** General Terms and Conditions

- A. The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- **B.** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- C. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- **D.** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdrew any listing which is found to be in violation of it s rules with respect thereto.
- **E.** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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#### **SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)**

#### 5.4 Directory Listing Service, (Cont'd.)

# **5.4.1** General Terms and Conditions (Cont'd.)

- **F.** Rates and regulations for listing service are applicable only to listings in the alphabetical directories.
- **G.** Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
- **H.** A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
- **I.** Listing services are available with all classes of main telephone exchange service.

#### 5.4.2 Listings

#### A. Primary Listing

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

#### **B.** Additional Listings

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the customer, with a minimum service period of one month.

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#### SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)

#### 5.4 Directory Listing Service, (Cont'd.)

#### 5.4.2 Listings, (Cont'd.)

#### C. Nondirectory Listed Service

Nondirectory listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

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#### SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)

#### 5.4 Directory Listing Service, (Cont'd.)

#### 5.4.2 Listings, (Cont'd.)

#### D. Nonpublished Service

Nonpublished service means that the customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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# LOCAL SERVICES PRICE LIST

# **SECTION 5 – SUPPLEMENTAL SERVICES, (CONT'D.)**

# 5.4 Directory Listing Service, (Cont'd.)

#### **5.4.3** Rates

# A. Monthly Recurring Charges

	<b>Business</b>	Residential
Additional Listing, per listing:	\$3.00	\$6.00
Non-Published, per line	\$4.00	\$4.00
Non-Listed Service, per listing:	\$3.00	\$3.00

# **B.** Nonrecurring Charges

	Business	Residential
Additional Listing, per listing:	\$22.00	\$13.00
Non-Published, per line	\$22.00	\$13.00
Non-Listed Service, per listing:	\$22.00	\$13.00

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#### LOCAL SERVICES PRICE LIST

#### **SECTION 6 – SPECIAL ARRANGEMENTS**

#### 6.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this Price List. Rates quoted in response to such competitive requests may be different than those specified for such services in this Price List. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

#### 6.2 Non-Routine Installation and/or Maintenance

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

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#### LOCAL SERVICES PRICE LIST

#### **SECTION 7 - PROMOTIONAL OFFERINGS**

#### 7.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

# **7.2** Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.