

**STATE OF NEW HAMPSHIRE  
COMPETITIVE CARRIER  
UNIFORM TARIFF**

*The Commission has reviewed this Uniform Tariff for completeness and compliance with Commission rules and relevant New Hampshire statutes. Commission review does not constitute a ruling on the ultimate disposition of any dispute that may arise among parties concerning the terms of the Uniform Tariff.*

I.	Application of Tariff.....	3
A.	Use of the Uniform Tariff.....	3
B.	Definitions.....	3
C.	Local Exchange Service.....	3
D.	IntraLATA Interexchange Service.....	3
E.	Scope.....	4
II.	General Provisions.....	4
A.	Terms and Conditions.....	4
B.	Inspections.....	4
C.	Service Liability.....	4
III.	Responsibility of the Company.....	5
A.	Compliance with Rules.....	5
B.	Furnishing of Service.....	6
IV.	Responsibility Of The Customer.....	6
A.	Obligations of the Customer.....	6
B.	Claims Against the Company.....	7
C.	Violation of Regulations.....	7
V.	Equipment.....	7
VI.	Resale.....	8
A.	Terms and Conditions.....	8
VII.	Payments And Charges.....	9
A.	Establishment and Reestablishment of Credit.....	9
B.	Truth in Billing.....	9
C.	Billing and Collection.....	9
D.	Billing Disputes.....	10
E.	Advance Billing.....	10
F.	Deposits for Business Customers.....	10
G.	Deposits for Residential Customers.....	11
H.	Returned Check Charges.....	11
I.	Period Charge.....	11
J.	Late Payment Charge.....	11
VIII.	Cancellation, Discontinuance And Changes.....	12
A.	Cancellation of Service.....	12
B.	Changes in Service.....	12
C.	Restoration of Service.....	12
D.	Assignment Or Transfer of Service.....	13
IX.	Notices and Communications.....	13
A.	Required Notices.....	13

B. Electronic Notices.....	13
C. Address Changes.....	14

## **I. APPLICATION OF TARIFF**

### ***A. Use of the Uniform Tariff***

1. The Uniform Tariff (hereinafter "Tariff") may be used by the Competitive Local Exchange Carrier, hereinafter "CLEC", registered pursuant to N.H. Code Admin. Rules Puc 431.01 to provide Local Exchange Service in the State of New Hampshire.
2. The CLEC may elect to use the uniform tariff by notifying the Public Utilities Commission of its intent to do so pursuant to Puc 431.05.
3. The Uniform Tariff (hereinafter "Tariff") may be used by the Competitive Toll Provider, hereinafter "CTP", registered pursuant to N.H. Code Admin. Rules Puc 451.01 to provide IntraLATA Interexchange Service in the State of New Hampshire.
4. The CTP may elect to use the uniform tariff by notifying the Public Utilities Commission of its intent to do so pursuant to Puc 451.04.
5. The CLEC or CTP, either or both hereinafter referred to as the "Carrier" or "Company," which uses the Tariff may not alter or rearrange the content of this Tariff except as provided herein.
6. Use of this tariff does not imply that a Carrier has been duly certified.
7. Carriers that are both CLEC and CTP must adopt the Tariff separately.

### ***B. Definitions***

1. Capitalized terms not defined herein shall have the meaning as defined in N.H. Code Admin. Rules Puc 402 and Puc 430.03.
2. "Commission Rules" shall mean the N.H. Code Admin. Rules Puc 100 through 1600, as they apply to CLECs and CTPs operating in New Hampshire.

### ***C. Local Exchange Service***

1. The Local Exchange Services hereinafter referred to as "Local Exchange Services" or "Services" of the CLEC are furnished for the use of end-users in placing and receiving local telephone calls within the Local Service Area.
2. The provision of Local Exchange Services is subject to existing regulations, the terms and conditions specified in this Tariff, or, where applicable, in the service contract between the Customer and the Company. Such provision of Services may be revised, added to or supplemented in accordance with applicable rules.
3. When Local Exchange Services are provided in conjunction with other intrastate or interstate services, those other services remain subject to applicable regulations, the terms and conditions specified in the company's current applicable tariffs, and the provisions of the service contract between the Customer and the Company (if any) as revised, added to or supplemented.

### ***D. IntraLATA Interexchange Service***

1. The IntraLATA Interexchange Services hereinafter referred to as “IntraLATA Interexchange Services” or “Services” are furnished for the use of end-users in placing and receiving telephone calls from one Local Service Area to another within the State of New Hampshire.
2. The provision of IntraLATA Interexchange Services is subject to existing regulations, the terms and conditions specified in this Tariff or, where applicable, in the service contract between the Customer and the Company. Such provision of Services may be revised, added to or supplemented in accordance with applicable rules.
3. When IntraLATA Interexchange Services are provided in conjunction with Local Exchange or other intrastate or interstate services, those other services remain subject to applicable regulations, the terms and conditions specified in the company's current applicable tariffs, and the provisions of the service contract between the Customer and the Company (if any) as revised, added to or supplemented.

***E. Scope***

1. This Tariff applies to the Services listed in the Company's Rate Schedule(s).
2. The Services, features and functions listed in the Company's Rate Schedule(s) will be provided where facilities and billing capability are available.

**II. GENERAL PROVISIONS**

***A. Terms and Conditions***

1. As a condition of providing service, the Company may require the Customer to enter a written service contract. Such contract may contain terms, conditions, and limitations of liability different from those in this Tariff.
2. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the applicable terms and conditions of service. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the Customer's application for and the provisioning of Services.

***B. Inspections***

1. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections at the Customer's premises as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff.

***C. Service Liability***

1. The Company's liability, if any, for its willful misconduct is not limited by this tariff.

2. In no event shall the Company be liable for special, reliance, incidental, consequential or other such damages. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.
3. The Company is not liable for damages to premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
4. The Company shall be indemnified, defended and held harmless by the Customer and User against all claims, losses, or damages arising from the use of service furnished pursuant to this tariff, involving:
  - a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
  - b) Claims for patent infringement arising from combining or using services furnished by the Company in connection with facilities or equipment furnished by others; or
  - c) All other claims arising out of any act or omission of others relating to services provided pursuant to this tariff.
5. The Company does not guarantee or make any warranty with respect to services when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and End Users against all claims, losses or damages by any person relating to services provided pursuant to this tariff when used in an explosive atmosphere.
6. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and User against claims of patent infringement arising solely from the use by the Customer or User of services offered under this tariff and will indemnify such Customer or User for any damages awarded based solely on such claims.
7. The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, natural catastrophe, and other circumstances beyond the Company's reasonable control.
8. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair, interruption or restoration of a Serviceservice, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the relevant Period Charge provided for under this tariff.
9. Any liability for damages shall be in addition to any amounts that may otherwise be due the Customer.

### **III. RESPONSIBILITY OF THE COMPANY**

#### ***A. Compliance with Rules***

1. The Company must comply with all applicable Commission Rules. To the extent that any provision of this Tariff, or any provision of any contract between the

Customer and the Company related to the Services covered by this Tariff, is in conflict with any Commission Rule, the provisions of the Commission Rules take precedence.

***B. Furnishing of Service***

1. The Company's obligation to furnish Services or to continue to furnish Services is dependent on the Company's ability to obtain, retain, and maintain appropriate rights and facilities and to provide for the installation of facilities required for the furnishing and maintenance of that service.

**IV. RESPONSIBILITY OF THE CUSTOMER**

***A. Obligations of the Customer***

1. The Customer is responsible for payment of all applicable charges pursuant to this tariff.
2. The Customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, Customer's employees or agents, or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, or installation or use of Customer-provided equipment, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
3. The Customer shall provide, at no charge and as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises.
4. The Customer shall obtain, maintain and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of any associated equipment or facilities used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment or facilities space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided equipment or facilities, shall be borne entirely by, and may be charged by the Company to, the Customer.
5. The Customer shall provide a safe place to work and comply with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers 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's employees or property might result from installation or maintenance in such area by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work.

- 6 The Customer shall obtain all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under this section, and comply with all laws and regulations applicable thereto. The Customer shall grant or obtain permission for Company employees, agents and/or suppliers to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or, upon termination of Service as stated herein, removing the facilities or equipment of the Company; and neither create nor allow to be placed any liens or other encumbrances on the Company's equipment or facilities.

***B. Claims Against the Company***

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

***C. Violation of Regulations***

1. The Customer, upon receipt of written notification from the Company that a violation of Tariff provision and/or improper use is occurring, shall discontinue such violation and/or improper use and give written confirmation to the Company within 10 days that such violation and/or improper use has ceased.
2. Failure to discontinue such violation and/or improper use and failure to give the written confirmation required within the time stated shall result in disconnection of the Customer's service until the Customer discontinues the violation and/or improper use and complies with the provisions of this Tariff.

**V. EQUIPMENT**

1. Equipment furnished by the Company to the Customer shall remain its property and shall be returned to the Company upon request, within a reasonable period following the request, in good condition, reasonable wear and tear excepted. The customer is required to reimburse the Company for any loss of, or damage to, the Company's facilities or equipment on the customer's premises, including but not limited to loss or damage caused by agents, employees or independent contractors of the customer through negligence.

2. The Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.
3. Customer-provided equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer.
4. The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with such Company-provided equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and facilities by the connection, operation or maintenance of such Customer-provided equipment and wiring must be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. If the Company reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.
5. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such actions as it deems necessary to protect its facilities, equipment, and personnel including but not limited to disconnecting the Customer's Service.
6. The Company is not responsible for any charges or losses incurred by the Customer resulting from malfunction or unauthorized use of, or loss of personal identification numbers associated with, Customer-provided equipment.
7. The Customer shall be responsible for the payment of service charges as set forth in its Rate Schedule 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.

## **VI. RESALE**

### ***A. Terms and Conditions***

1. All Company Services are available for resale unless otherwise specifically indicated.
2. Customers who subscribe to Services and resell such Service to others shall be the Customer of Record. The Customer of Record shall be responsible for complying with all laws and regulations of the State of New Hampshire which relate in any way to the Customer of Record's provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariff obligations, and the payment of applicable taxes.
3. The Company will bill the Customer of Record who is at all times responsible for payment of the full amount of all charges incurred. The Company is not responsible for the allocation of usage or charges for resold services. The Customer of Record is responsible for allocating charges to its end-users.



4. The Company will communicate with the Customer of Record with respect to ordering, provisioning, maintenance, repair, billing, collection, and other matters. The Company has no obligation to provide notice to, or communicate with the Customer of Record's End Users.
5. With respect to resold services, applications for service as well as requests for additions, rearrangements or discontinuances of service will be accepted only from the Customer of Record.
6. In connection with the marketing of its services, the Customer of Record may not directly or indirectly:
  - a) Use the Company's trade names, trademarks, service marks, registered marks or other indicia of origin (or confusingly similar names, marks or other indicia) in a manner that may cause third parties (including the Customer of Record's end-users) to believe that service provided by the Customer of Record is Company-provided service; or
  - b) Use the Company's corporate logos, or trade dress (or confusingly similar logos or trade dress).

## **VII. PAYMENTS AND CHARGES**

### ***A. Establishment and Reestablishment of Credit***

1. The Company may conduct a credit investigation of a potential Customer before providing service. The Customer shall cooperate with requests made by the Company for the purpose of conducting a credit investigation. As a result of this investigation, the Company may require a deposit, if so specified in the Company's Rate Schedules and, for a CLEC, in those cases where a Surety Bond is posted pursuant to N.H. Code Admin. Rules Puc 431.04.
2. A Customer whose service has been discontinued by the Company for non-payment of past due bills for any telecommunications service will be required to pay all past due bills for telecommunications services or make other arrangements satisfactory to the Company and in compliance with Puc 1203.03, 1203.07 and 1203.13 before service is restored or any service started.

### ***B. Truth in Billing***

1. The Company shall ensure that any separate billing line item appearing on a Customer's bill shall be charged according to the item name, description, rates and charges as stated in the Company's Rate Schedule(s).
2. Any lump sum or flat rate fees or taxes imposed on the Company by a governmental unit will only appear as a separate billing line item if the governmental authority specifically authorizes its appearance on a Customer's bill.

### ***C. Billing and Collection***

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

2. The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this tariff. Recurring charges may be billed in advance of the month(s) in which service is provided if so specified in the Company's Rate Schedules. and, for a CLEC in those cases where a surety bond is posted pursuant to N.H. Code Admin. Rules Puc 431.04. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. To avoid late charges, bill payment must be received by the Due Date shown on the bill.
3. All bills are payable to the Company or to an authorized payment agent, including but not limited to a local exchange carrier if so authorized.
4. When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the monthly recurring, non-usage based charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis, assuming a 30 day month. Usage-based charges will be calculated on the basis of actual usage.

***D. Billing Disputes***

1. The Customer is responsible for notifying the company of any charges in dispute and the specific basis of such dispute. The Company reserves the right to require such notice to be in writing. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged, in writing if the Company required the Customer to dispute the amount in writing, and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall be subject to the late payment charge.

***E. Advance Billing***

1. The Company may use Advance Billing and require a Customer or Applicant to make payments in advance provided that, in the case of a CLEC, a Surety Bond has been posted pursuant to N.H. Code Admin. Rules Puc 431.04. Advance Billing and payments in advance may be required for recurring and nonrecurring charges, estimated usage charges, and other charges.
2. In cases where special construction is involved, the Company may require advance payment of the construction charges quoted at the time of application.
3. Advance payments shall only be applied to any indebtedness for the service and facilities for which the advance payment is made.

***F. Deposits for Business Customers***

1. The Company may require a third-party guarantee of a business Customer who cannot establish a credit standing satisfactory to the Company.
2. When the Company requires a deposit from a business Customer for Local Exchange Service as set forth in VII.A.1. and if the actual bills of the Customer

subsequently rendered prove that the deposit is either insufficient or excessive, the deposit or third-party guarantee may be changed in accordance with the facts subject to N.H. Code Admin. Rules Puc 1203.03.

- 3 Any deposit may be held or third-party guarantee maintained during the continuance of the service until all bills have been paid without arrearage for 24 months as security for the payment of any and all amounts accruing for the service. Simple interest is credited to the Customer annually, or upon termination of the service, or upon the return of the deposit by the Company. The rate of interest for Customer deposits is accrued at a rate equal to the prime rate.
- 4 A deposit and accrued interest is returned to the Customer, less any amounts due the Company when service is discontinued. Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.
- 5 In lieu of a deposit, the Company at its option may offer to establish a direct-debit arrangement for payment of the Customer's bills.

***G. Deposits for Residential Customers***

- 1 Deposits for residential Customers may be required as allowed by Puc 1203.03.

***H. Returned Check Charges***

- 1 In addition to any late payment charges specified in this tariff, the Customer will be assessed a charge of \$5.00 or the actual administrative cost of recovery as specified in the Company's Rate Schedule whichever is greater for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

***I. Period Charge***

- 1 Except as may otherwise be specified in the Tariff, the minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

***J. Late Payment Charge***

- 1 All amounts outstanding after the Due Date may be subject to a late payment charge at a rate specified in the Company's Rate Schedules, from the due date printed on the bill until the date payment is received by the Company. The imposition of the late payment charge in no way alters existing collection and deposit policies.
- 2 The late payment charge does not apply to:
  - a) Any disputed amount; however it is applicable to all undisputed portions of a bill on which a dispute is pending.
  - b) Final accounts; however any late payment charges included in the balance on a final statement are still due.

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

## **VIII. CANCELLATION, DISCONTINUANCE AND CHANGES**

### ***A. Cancellation of Service***

1. When a Customer cancels 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. When, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. In no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
3. When prior to cancellation by the Customer, the Company incurs an expense in connection with special construction, or special arrangements of facilities or equipment, a charge equal to the costs incurred, less net salvage, applies.
4. The charges described above will be calculated and applied on a case-by-case basis.
5. If a Customer cancels service before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company the following:
  - a) All non-recurring charges reasonably expended by the Company to establish service to the Customer; and
  - b) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by the Company; and
  - c) All recurring charges specified in the applicable Rate Schedule or term agreement for the balance of the then current term.
6. The above sums shall become due and owing as of the effective date of the cancellation and be payable by the due date on the bill.
7. The Company shall not be required to provide service to any Customer if an outstanding bill exists at the address and the person responsible for that bill still occupies the premises.

### ***B. Changes in Service***

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

### ***C. Restoration of Service***

1. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
2. If any Customer's service is reconnected after having been disconnected in accordance with this Tariff but a Company service order to terminate such service has not been completed when such service is reconnected, the Customer may be required to pay a restoration of service charge as set forth in the Company's Rate Schedules.
3. If a service has been suspended or terminated for nonpayment, service will be reconnected when the reason for the disconnect has been removed, which may include payment of all past due charges and a service restoral fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, service will be restored only upon bank clearance of the check.

***D. Assignment Or Transfer of Service***

1. The Customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without prior notice to or consent of the Customer (a) to any subsidiary, parent company, or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

**IX. NOTICES AND COMMUNICATIONS**

***A. Required Notices***

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

***B. Electronic Notices***

1. Notices or other communications required to be given pursuant to this Tariff, except for disconnect notices, may be delivered electronically to those Customers who has elected to receive bills and notices electronically.
2. Electronic notices shall be presumed to have been delivered to the other party on the second business day following the sending of the notice, properly addressed and without an undeliverable notification, or when actually received by the addressee, whichever occurs first.

- 3 Electronic delivery shall not include posting a notice on a publicly available website without direct notification to the customer.

***C. Address Changes***

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