

COMTECH21, LLC
SECTION 1
GENERAL REGULATIONS

COMTECH21, LLC

SECTION 1 – GENERAL INFORMATION

1.1. APPLICATION

1.1.1 General

This tariff contains the regulations and rates applicable to COMTECH21, LLC in the State of Connecticut. Effective July 31, 2001 all references herein to COMTECH 21, LLC FCC Tariffs, insofar as the service offering set forth in the COMTECH21, LLC FCC tariffs have been or become detariffed, shall be constructed to be references to the COMTECH21, LLC Business Services Guidelines.

1.1.2 Jurisdiction

Jurisdiction refers to the classification of a ComTech21, LLC call as intrastate or interstate. Jurisdiction is a matter of law, not of Company discretion or policy, or Customer preference. The Law describing what constitutes interstate jurisdiction is the Communications Act of 1934, as amended. Some portions of this service are only subject to the jurisdiction of the Federal Communications Commission. This tariff covers the portion of calls that are subject to the Connecticut Department of Public Utility Control.

1.2 UNDERTAKING OF THE COMPANY

1.2.1 General

ComTech21, LLC is furnished to the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the service. COMTECH21, LLC is offered to meet Customer needs for specialized telecommunications requirements between various geographic locations. Service is provided subject to the availability of installation personnel and equipment. Installations will usually be made during normal working hours

COMTECH21, LLC is available twenty-four hours a day, seven days per week.

COMTECH21, LLC

SECTION 1 – GENERAL INFORMATION

1.2 UNDERTAKING OF THE COMPANY (Cont'd)

1.2.2 Transmission Medium

The Company selects and/or arranges for the channels and/or service components used to provide service. Any suitable technology or combination of technologies may be used. The Company may modify or change the channels and/or service components used to furnish service at any time subject to the regulations in this tariff.

1.2.3 Provision of Customer Equipment

Customer equipment may be used with COMTECH21, LLC. The company does not provide Customer equipment.

1.2.4 Through Transmission of Signals

The Company is responsible for the provision of calls from station to station. It is not responsible for the quality of transmission or signaling on the Customer's side of the interface at a Customer's premises.

1.2.5 Availability of Service

A. Availability

1. Where a shortage of service components exists at any time either for temporary or protracted periods, the establishment of two-point service shall take precedence over all other services provided by the Company.
2. Service will be provided where facilities and billing capability are available.

COMTECH21, LLC

SECTION 1 – GENERAL REGULATIONS

1.3 USE

1.3.1 General

COMTECH21, LLC may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications network. COMTECH21, LLC is furnished for use by the Customer but may be used by others when so authorized by the Customer.

1.3.2 Abuse

The abuse of COMTECH21, LLC is prohibited. The following activities constitute abuse:

- A. Using COMTECH21, LLC to make calls which might reasonable be expected to frighten, abuse, torment, or harass another, or
- B. Using COMTECH21, LLC in such a way that it interferes unreasonable with the use of other Company services.

1.3.3 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of COMTECH21, LLC is prohibited. The following activities constitute fraudulent use:

- A. Using COMTECH21, LLC to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service, using or attempting to use COMTECH21, LLC with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - 1. Rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish COMTECH21, LLC or,
 - 2. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

COMTECH21, LLC

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1.4 RESPONSIBILITIES OF THE COMPANY

1.4.1 Liability

- A. The Company’s liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of COMTECH21, LLC, and subject to the provisions of B. through G. following, the Company’s liability, if any, shall not exceed an amount equal to the per minute charge provided for under this tariff for an COMTECH21, LLC call for the period during which the call was affected.
- B. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.
- C. The Company is not liable for damages to a premises resulting from the furnishing of COMTECH21, LLC service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company’s negligence.
- D. 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 COMTECH21, LLC furnished pursuant to this tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from combining or using COMTECH21, LLC furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others relating to COMTECH21, LLC provided pursuant to this tariff.

COMTECH21, LLC

SECTION 1 – GENERAL REGULATIONS

1.4 RESPONSIBILITIES OF THE COMPANY (Cont'd)

1.4.1 Liability (Cont'd)

- E. The Company does not guarantee or make any warranty with respect to COMTECH21, LLC when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses or damages by any person relating to COMTECH21, LLC provided pursuant to this tariff when used in an explosive atmosphere.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and User against claims of patent infringement arising solely from the sue by the Customer or User of COMTECH21, LLC services offered under this tariff and will indemnify such Customer or User for any damages awarded based solely on such claims.
- G. 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.

COMTECH21, LLC

SECTION 1 – GENERAL REGULATIONS

1.5 RESPONSIBILITIES OF THE CUSTOMER

1.5.1 General

The Customer's general responsibilities are described in this section. When Customer equipment or a Customer-provided communications system is connected to COMTECH21, LLC, the Customer assumes additional responsibilities that are described in the Connections section of this tariff.

A. Payment of Bills and Compliance with Regulations

The Customer is responsible for placing any necessary orders and complying with tariff regulations for COMTECH21, LLC and for assuring that its Users comply with tariff regulations. The Customer is also responsible for the payment of bills for COMTECH21, LLC. This includes payment for COMTECH21, LLC calls or services originated or received at the Customer's number(s).

B. Establishing Identity

1. The calling party is responsible for establishing its identity as often as necessary during the course of a call.
2. The calling party assumes full responsibility for identifying the station, party, or person with whom connection is made at the called number or numbers.

COMTECH21, LLC

SECTION 1 – GENERAL REGULATIONS

1.6 PAYMENTS AND CHARGES

1.6.1 General

The applicable rates and charges are contained in the service sections of this tariff.

1.6.2 Application of Charges

The rates and charges that are in effect in this tariff when COMTECH21, LLC is furnished are the rates and charges used to determine the Customer's bill.

1.6.3 Payment of Charges

- A. Payment for COMTECH21, LLC services are due when rendered and bills are payable at an office of the Company or its authorized agents. Delayed payment of bills for existing service may result in the interruption or discontinuance of all associated service at the same location and within the same classification.
- B. The Customer is required to pay, in accordance with the Company's established collection and billing practice, all charges for COMTECH21, LLC's messages, including charges for messenger service. The Customer is held responsible for all charges for telephone service rendered at the Customer's telephone, including charges for messages on which the charges have been made collect.

COMTECH21, LLC

SECTION 1 – GENERAL REGULATIONS

1.6 PAYMENTS AND CHARGES (Cont'd)

1.6.3 Payment of Charges (Cont'd)

C. The rate of interest for Customer deposits is set by the Department of Public Utility Control. The receipt of such a deposit by the Company in no way relieves the Customer or applicant from compliance with the Company's regulations as to advance payments (if any) and the prompt payment of bills, nor does it constitute a waiver or modification of the practices of the Company for the discontinuance of service for non-payment of any sums due for service rendered. COMTECH21, LLC will not require deposits at this time.

D. Right to Refuse Service

The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of arrangements have been made for the payment of the prior indebtedness. If service is established and it is subsequently determined that either condition above exists, the Company may suspend or terminate such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

E. Restoral of Service Conditions

If service is suspended for non payment, service will be restored upon receipt of payment of all charges due, which include charges for service and facilities during the period of suspension and which may include a returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of service will be effected upon clearance of the check by the bank.

COMTECH21, LLC

SECTION 1 – GENERAL REGULATIONS

1.6 PAYMENTS AND CHARGES (Cont'd)

1.6.3 Payment of Charges (Cont'd)

F. Return Check Charge

An administrative charge of \$25.00 will be applied to the Customer's bill for each occasion that a check, bank draft or an electronic funds transfer is returned for the reason of insufficient funds or no account. When a local exchange company provides the billing function on behalf of the Company, the local exchange Company's return check charge applies.

G. Late Payment Charge

A charge at the rate of 15% annually, simple interest (1.5% per month, simple interest) will apply to all amounts previously billed on a Customer's bill, including arrears and late payment charges, which remain unpaid at the time the next bill is prepared.

COMTECH21, LLC

SECTION 1 – GENERAL REGULATIONS

1.6 PAYMENTS AND CHARGES (Cont'd)

1.6.4 Directory Assistance Charge

Intrastate Directory Assistance Service involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

This Directory Assistance Charge applies to all requests to the Directory Assistance bureau. In addition, Service Charges and Surcharges apply as appropriate for operator type calls.

The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number (s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found). Collect and Person calls to Directory Assistance are not permitted.

The rates may vary by plus or minus 25% from the following. The current rate is listed on the corresponding Rate Schedule Attachment.

1.7 USE OF ANOTHER MEANS OF COMMUNICATION

1.7.1 General

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

COMTECH21, LLC

SECTION 1 – GENERAL REGULATIONS

1.7.2 “00” INFO

General

“00” INFO is an information or directory service where Customers may obtain information for locations within the United States such as telephone numbers and area codes (NPAs), as well as international country and/or city codes, and time-of-day information. Customers may access this service by dialing “00” and selecting Prompt 1, and selecting Prompt 4, or by dialing other such access numbers as may be designated by the Company. Up to twelve requests for listings may be made on each call to “00” INFO. Listing may include but are not limited to telephone numbers, area codes, international country and /or city codes and time-of-day information. Customers will be billed an “00” INFO charge for each two intrastate listings requested portion thereof. The “00” INFO Charge applies when COMTECH21, LLC undertakes a search for the requested information whether or not COMTECH21, LLC furnishes the requested information (e.g., where the requested telephone number is unlisted, non[-published or the information is not available). Charges for “00” INFO may be billed to the calling station or to a Consumer Calling Card. Calls placed via calling card number may only be billed to a Consumer Calling Card.

The following types of calls are not permitted to “00” INFO:

- Person-to Person calls
- Collect calls
- Calls billed to a third number
- Calls billed to a Commercial Charge/Credit Card Calls made via USADirect
- Coin calls
- Certain sent paid calls from hotels, hospitals, dormitories, and coin telephones where calls may be blocked or billing capability does not exist.

COMTECH21, LLC

SECTION 1 – GENERAL REGULATIONS

1.7 USE OF ANOTHER MEANS OF COMMUNICATION (Cont'd)

1.7.2 "00" INFO (Cont'd)

"00" INFO calls made on a line which the subscriber pays a rate that is described solely as a business or commercial rate in the applicable local exchange service tariff for switched services or charged to a Commercial Calling Card are included in COMTECH21, LLC Commercial Long Distance Service and are provided pursuant to Section 13 of this tariff.

The rates for "00" INFO are as follows:

Charge per each two listings requested	\$1.99
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A credit allowance will be given for calls to "00" INFO when:

1. the Customer experiences poor transmission or is cut-off during the call,
2. the Customer is given an incorrect telephone number or other incorrect information,
or
3. the Customer inadvertently reaches "00" INFO and is charged in error

To receive the credit, the Customer must notify a Company operator or Company Business Office of the problem experienced.

After receipt of a listing (s) Customers may request that COMTECH21, LLC complete one domestic Consumer Telecommunications Service (CTS) call to a requested telephone number without hanging up. COMTECH21, LLC will complete this call with no additional connection charge. For the completed long distance call, DMTS usage charges as well as any applicable service charges apply in addition to the "00" INFO charges incurred for the listing(s).

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1.8 CREDIT ALLOWANCES FOR INTERRUPTIONS

1.8.1 General

A credit allowance is applicable to that portion of a call which is interrupted due to poor transmission (e.g., noisy circuit condition), one-way transmission (one party is unable to hear the other), or involuntary disconnection (cut-off) of the call caused by components of COMTECH21, LLC. A Customer may also be granted credit for reaching a wrong number. To receive the proper credit, the Customer must notify the Company operator or Company office and furnish the called number, the trouble experienced (e.g., cut-off, noisy circuit, reached wrong number, etc.), the class of call, and the approximate time the call was placed. At the Customer's option, when the Company operator is notified, the operator will attempt to re-establish the call. COMTECH21, LLC charges will apply to the re-established call.

A. Interruptions to Established Calls

When a call to be billed under this tariff is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive not more than a one minute credit.

B. Wrong Numbers

When a wrong number is reached, a credit not more than one minute will be granted if the Customer reports the situation promptly to the Company operator or a Company office.

COMTECH21, LLC

SECTION 1 –GENERAL REGULATIONS

1.8. CREDIT ALLOWANCES FOR INTERRUPTIONS (Cont'd)

1.8.1 General (Cont'd)

C. When Credit Allowances Do Not Apply

Credit allowances for a COMTECH21, LLC all do not apply for:

Interruptions not reported to the Company

Interruptions that are due to the failure of power, equipment or systems not provided by the Company, or

Interruptions caused by the failure of other services provided by this Company which are connected to COMTECH21, LLC

1.9 CONNECTIONS

1.9.1 General

When Customer equipment is connected to the Company’s COMTECH21, LLC network it must comply with Part 68 of the FCC’s Rules and Regulations, 47 F.F.R. Part 68 (commonly known as the FCC’s Registration Program). When any equipment or system which is not subject to Part 68 of the FCC’s Rules and Regulations is connected to COMTECH21, LLC, the Minimum Protection Criteria specified in this tariff must be met. COMTECH21, LLC may be connected to private networks or communications systems under the terms and conditions specified in that section.

The Company is responsible for the quality of transmission from station to station.

COMTECH21, LLC

SECTION 1 –GENERAL REGULATIONS

1.9 CONNECTIONS (Cont'd)

1.9.2 Responsibilities of the Customer

When Customer equipment or a Customer-provided communications system is connected to COMTECH21, LLC the Customer assumes responsibility for the connection as follows:

A. Compatibility with COMTECH21, LLC

The Customer is responsible for the compatibility of its equipment or system with COMTECH21, LLC. This responsibility applies at the initial installation and on a continuing basis as long as the connection is made.

B. Interference and Hazard

The operating characteristics of the Customer equipment or Customer-provided communications system connected to COMTECH21, LLC must not interfere with, or impair, any of the services offered by this Company. In addition, they must not endanger the safety of Company employees or the public, damage or interfere with the proper functioning of Company equipment, or otherwise injure the public in its use of COMTECH21, LLC

C. Changes to COMTECH21, LLC

The Company is not obligated to alter or modify COMTECH21, LLC because of additions or changes to Customer equipment or a Customer-provided communications system.

COMTECH21, LLC

SECTION 1 –GENERAL REGULATIONS

1.9 CONNECTIONS (Cont'd)

1.9.2 Responsibilities of the Customer (Cont'd)

D. Testing and Maintenance

If a trouble condition occurs on an assembly, the Customer must determine whether the fault is in (1) the connected Customer equipment or Customer-provided communication system, or (2) COMTECH21, LLC. The Company will test and maintain only COMTECH21, LLC.

The testing of COMTECH21, LLC will usually be made from a central office. The Company will not dispatch a repair person to a Customer's or User's premises if a trouble condition (or suspected trouble condition) exists on the local exchange service. The Customer is responsible for requesting such dispatch from the provider of the local exchange service. The Customer is also responsible for the payment of such provider's charges, if any, for the dispatch.

LOCAL EXCHANGE SERVICES

SECTION 2

CONSUMER RATES

Issued:

Comtech21, LLC One Barnes Park South Wallingford, CT 06492

Effective:

LOCAL EXCHANGE SERVICES

SECTION 2 – CONSUMER RATES

2.1. NONRECURRING CHARGES

NONRECURRING CHARGE

A.	Record Order Charge	\$20.00
B.	Basic Order Charge (per line)	\$65.00
C.	Feature Order Charge	\$20.00

LOCAL EXCHANGE SERVICES

SECTION 2 – CONSUMER RATES

2.2 COMTECH21, LLC LOCAL EXCHANGE SERVICE

2.2.1 Flat Rate Service

The following rates apply to COMTECH21, LLC Local Exchange Service as a Flat Rate Service option:

	MONTHLY RATE*
Class 1	\$17.50
Class 2	\$18.50
Class 3	\$19.50
Class 4	\$20.35
Class 5	\$21.30

* An FCC End User Common Line (EUCL) charge also applies – see FCC Tariff No. 28.

LOCAL EXCHANGE SERVICES

SECTION 2 – CONSUMER RATES

2.3 CUSTOM FEATURE RATES

The following features are furnished at the rates listed below.

Features:	Monthly Rate:
Rotary (Hunting) Service.....	\$2.84
Call Waiting.....	\$4.50
Three-Way Calling.....	\$4.50
Speed Calling.....	\$4.50
Call Again (*66).....	\$4.50
Call Blocking(*60).....	\$4.50
Missed Call Dialing (*69).....	\$4.50
Priority Call Forwarding (*63).....	\$4.50
Priority Call Ringing (*61).....	\$4.50
Call Tracing (*57).....	\$4.50
Caller Id.....	\$7.50
Caller ID Deluxe.....	\$8.50
Call Forwarding Busy Line.....	\$4.50
Call Forwarding Don't Answer.....	\$4.50
Star Ring One.....	\$3.95
Star Ring Two.....	\$5.95
Remote Call Forwarding.....	\$10.00
Per Line Blocking.....	\$2.00
Total Phone.....	\$8.95
Feature Package A.....	\$13.50
Feature Package B.....	\$17.95
Feature Package C.....	\$13.95
Feature Package D.....	\$21.95
Feature Package E.....	\$9.50
Automatic Call Return.....	\$1.00
Trace.....	\$1.00
Repeat Dialing.....	\$1.00

LOCAL EXCHANGE SERVICES

SECTION 2 – CONSUMER RATES

2.3 CUSTOM FEATURE RATES (Cont'd)

2.3.1 Feature Bundles

	Monthly Rate
Feature Package A	\$13.50
Call Forwarding	
Caller ID Deluxe without Caller ID on Call Waiting	
Call Again (*66)	
Feature Package B	\$17.95
Call Forwarding	
Caller ID Deluxe with Caller ID on Call Waiting	
Call Again (*66)	
Call Waiting	
Three Way Calling	
Speed Calling	
Mixed Call Dial (*69)	
Feature Package C	\$13.95
Call Forwarding	
Caller ID Deluxe with Caller ID on Call Waiting	
Call Again (*66)	
Call Waiting	
Three Way Calling	
Feature Package D	\$21.95
Call Forwarding	
Caller ID Deluxe with Caller ID on Call Waiting	
Call Again (*66)	
Call Waiting	
Three Way Calling	
Speed Calling	
Mixed Call Dialing (*69)	
Privacy Manager	
Priority Call Ringing	
Call Blocking	
Feature Package E	\$9.50
Caller ID Deluxe with Caller ID on Call Waiting	
Call Waiting	
Three Way Calling	

Issued:

Comtech21, LLC One Barnes Park South Wallingford, CT 06492

Effective:

LOCAL EXCHANGE SERVICES

SECTION 2 – CONSUMER RATES

2.4 LISTINGS

	Monthly Rate
A. Primary Listings	\$00.00
B. Additoinal Listings	\$1.10-\$1.50
C. Non-Listed Number	\$2.00
D. Non-Published Number	\$3.35

LOCAL EXCHANGE SERVICES

SECTION 2 – CONSUMER RATES

2.5 OPERATOR SERVICES

- A. Directory Assistance \$1.25(C)
- B. Call Completion Service \$.50
- C. Busy Line Verification \$1.00
- D. Busy Line Interrupt \$1.00

2.5.1 Operator Assisted

The operator service surcharges are as follows:

Station-to-Station

- Bill to Third Party Customer \$1.50
- Dialed Calling Card All Other \$.75
- Operator Assisted \$.50 (C)
- (card/collect) calls \$1.75

Person-to-Person \$3.50

Pay Phone Use Charge \$.50