

*This price list, West Telecom Services (Delaware) New Hampshire Price List IXC, replaces in its entirety Hypercube Telecom, LLC New Hampshire Tariff No. 3 due to detariffing/deregulation and the Company Name Change.*

West Telecom Services (Delaware)

3200 West Pleasant Run Road, Suite 300  
Lancaster, Texas 75146

INTRASTATE SERVICES PRICE LIST

INTEREXCHANGE SERVICES

This price list contains the description, regulations and rates for the furnishing of resold interexchange telecommunications services provided by West Telecom Services (Delaware), throughout the State of New Hampshire. The principal offices of West Telecom Services (Delaware) are located at: 3200 West Pleasant Run Road, Suite 300, Lancaster, Texas 75146.

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Effective: November 20, 2015

Issued by: Tariff Manager  
Lancaster, Texas 75146

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## CHECK SHEET

Pages of this tariff, as indicated 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 tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*	26	Original	*		
1	Original	*	27	Original	*		
2	Original	*	28	Original	*		
3	Original	*	29	Original	*		
4	Original	*	30	Original	*		
5	Original	*	31	Original	*		
6	Original	*	32	Original	*		
7	Original	*	33	Original	*		
8	Original	*	34	Original	*		
9	Original	*	35	Original	*		
10	Original	*	36	Original	*		
11	Original	*	37	Original	*		
12	Original	*	38	Original	*		
13	Original	*	39	Original	*		
14	Original	*	40	Original	*		
15	Original	*	41	Original	*		
16	Original	*	42	Original	*		
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\* - indicates those pages included with this filing

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### SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C To signify changed regulation.
- D To signify discontinued rate, regulation or text.
- I To signify an increased rate.
- M To signify material relocated from one page to another without change.
- N To signify a new rate, regulation or text.
- R To signify reduced rate.
- T To signify a change in text, but no change in rate or regulation.

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PRICE LIST FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14. 1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1.
  - 2.1.1.1.
  - 2.1.1.A.1.
  - 2. 1. 1.A. 1.(a).
- D. Check Sheets - The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current.

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Effective: November 20, 2015

APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of interexchange telecommunications services by West Telecom Services (Delaware) ("Company") to business Customers within the State of New Hampshire.

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## SECTION 1 - DEFINITIONS

### 1.1 Definitions

Certain terms used generally throughout this price list are defined below:

Advance Payment: The payment required before the start of service.

Authorized User: A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Commission: New Hampshire Public Service Commission

Company: West Telecom Services (Delaware)

Customer: The person, firm or corporation which orders intrastate common carrier service pursuant to this price list and is responsible for the payment of charges and compliance with the Company's regulations. Customer includes joint and authorized users.

Dedicated Access Service: An arrangement whereby a Customer or other common carrier uses a dedicated private line facility to access the Company's network.

Interruption: The inoperability of the subscriber line due to Company facilities malfunction or human error.

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.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

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**SECTION 1 - DEFINITIONS (Cont'd.)****1.1 Definitions (Cont'd.)**

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 that 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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

User or End User: A Customer, or any other person authorized by a Customer to use service provided under this price list.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A. The services of the Company consist of the furnishing of telecommunications services throughout the State of New Hampshire pursuant to this general price list offering of service to the general public.
- B. The services offered herein may be used for any lawful purpose, including business, governmental or other use. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this price list notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations herein.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.1.1 Scope (Cont'd.)

- C. Company 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 any tariffs of such other communications carriers which are applicable to such connections.

2.1.2 Shortage of Equipment or facilities

- A. The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control, including but not limited to acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority, national emergencies; insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- B. The furnishing of service under this price list is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's telecommunications facilities, as well as, from time to time and at the sole discretion of the Company, facilities the Company may obtain from other carriers.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertakine of the Company (Cont'd.)

2.1.3 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service in accordance with this price list remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in the telecommunications or other facilities and associated equipment, plans or proposals provided by the Company. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period (but in any event not more than fifteen (15) days following the request), in as good condition as reasonable wear will permit.

2.1.4 Governmental Authorizations

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. Such authorizations may include but are not limited to governmental approvals, consents, licenses, franchises, and permits. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other federal, state or local governing entity or agency. The Customer shall fully cooperate in and take any action as may be requested by the Company to comply with such governmental requirement.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertakine of the Company (Cont'd.)

2.1.5 Rights-of-Way

Where economically feasible (in the sole opinion of the Company), Company shall use reasonable efforts to obtain and maintain, directly or through third parties, rights-of-way necessary for installation of the facilities used to provide Company's services to Customer's property line, building entrance, or other service point as agreed to by the Company. The Customer's use of such rights-of-way shall in all respects be subject to the agreement between the Company and such third parties relating thereto.

2.1.6 Customer Service

The Company's customer service representatives for billing and service inquiries may be reached, toll free at 866-905-1735. Customers wishing to communicate with the Company in writing may send correspondence to 3200 W. Pleasant Run Road, Suite 300, Lancaster, Texas 75146.

2.1.7 Term of Service

The minimum term of service under this price list is one month. Service is provided 24-hours per day, 7-days per week. For purposes of this price list, a month is considered to have 30 days.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.2 Liability of the Company

- 2.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of allowances as set forth in section 2.3 of this price list captioned: "Allowances for Interruptions in Service." The extension of such allowances for interruption shall be the sole remedy of the Customer, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.2.2 The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action or request of the United States government having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.2.3 The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.2 Liability of the Company (Cont'd.)

- 2.2.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.2.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.
- 2.2.6 The Company is not liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.
- 2.2.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's use of the Company's facilities.
- 2.2.8 The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim. Any claim, action or proceeding against the Company which is not filed or commenced within one (1) year after the earlier of (a) the rendering of the service, or (b) the occurrence of the event with respect to which such claim arose, shall be deemed waived if not brought within such one year period.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.2 Liability of the Company (Cont'd.)

2.2.9 With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service, or (b) the sum of \$1,000.00.

2.2.10 In the event parties other than the Customer, including but not limited to joint users and the Customer's customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

2.2.11 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.

2.2.12 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, which are 20 minutes or longer in duration, subject to the provisions of this section.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Allowances for Interruptions in Service (Cont'd.)

2.3.1 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption in service is considered to exist when a circuit, service or facility is unusable to the Customer.
- B. A credit allowance will be made for interruption periods lasting 20 minutes or longer. An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative. If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.
- C. A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by Customer under this price list, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Allowances for Interruptions in Service (Cont'd.)

2.3.1 Credit for Interruptions (Cont'd.)

- D. For calculating credit allowances, every month is considered to have 30 days. A credit allowance will be calculated for any service interruption lasting 20 minutes or longer on the basis of the proportion of interrupted minutes to total monthly minutes.

2.3.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to noncompliance with this price list on the part of the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer, other user, or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. periods of impaired service during which the Customer continues to use the service;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Allowances for Interruptions in Service (Cont'd.)

2.3.2 Limitations on Allowances (Cont'd.)

- F. interruptions of service 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. interruptions of service during scheduled maintenance, after reasonable notice to the Customer;
- H. interruptions of service resulting from the failure, malfunction or removal of facilities, power or equipment provided by the Customer;
- I. interruptions of service due to circumstances or causes beyond the control of Company, or interruptions the credit allowance for which would amount to less than one dollar.

2.4 Obligations of the Customer

2.4.1 Scope

The obligations of the Customer shall include the following:

- A. The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or its employees, agents, contractors or suppliers, by the Customer's noncompliance with this price list, by malfunction or failure of any equipment or facility provided by the Customer or its agents, employees or suppliers, or by fire, theft or other casualty on the Customer's premises, unless caused by the gross negligence or willful misconduct of the Company's employees or agents.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Obligations of the Customer (Cont'd.)

2.4.1 Scope (Cont'd.)

- B. Customer shall provide at no cost to, and, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate and maintain a proper operating environment for, Company facilities and equipment installed on the Customer's premises. The Customer shall cooperate with the Company in choosing the location, size and characteristics of the Company's equipment space on the Customer's premises, which shall define the point of termination of Company's service. The Customer may be required to pay, in the sole discretion of the Company, additional nonrecurring charges for any additional points of termination within Customer's premises.
  
- C. Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or property line to the location of the Company's equipment space on the Customer's premises. Any costs associated with obtaining and maintaining the rights-of-way described herein, including any necessary building modification costs, shall be borne entirely by the Customer. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of Company facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.

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Effective: November 20, 2015

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Obligations of the Customer (Cont'd.)

2.4.1 Scope (Cont'd.)

- D. The Customer shall provide a safe place to work and be responsible for complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents install or maintain the Company's facilities and equipment. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to, during and after any construction or installation work. The Customer may be required to install and maintain Company facilities and equipment if, in the Company's opinion, the equipment space provided by the Customer is a hazardous area.
  
- E. The Customer shall grant or obtain permission for Company employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to the Company's facilities.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Obligations of the Customer (Cont'd.)

2.4.1 Scope (Cont'd.)

- F. The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to Company equipment and facilities, and for ensuring that such Customer-provided equipment is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such Customer-provided equipment shall be such as not to cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of Customer-provided equipment that is or is proposed to be attached to the Company's facilities. The Company may provide, at the Customer's expense, any additional protective equipment required in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- G. The Customer warrants that the services ordered pursuant to this price list are intrastate in nature.
- H. The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Obligations of the Customer (Cont'd.)

2.4.2 Payments

Obligations of the Customer with regard to payments shall include:

- A. The Customer shall be responsible for payment of all applicable charges pursuant to this price list for facilities and service furnished to the Customer or to authorized or joint users or to the Customer's customers. The Company's services are provided on a "take or pay" basis, that is, the Customer is responsible for the applicable charges for services as ordered, whether or not the Customer actually uses all or part of those services or capacity.
- B. The Customer shall pay all sales, use, excise, access, bypass or other local, state and Federal taxes, fees (including franchise fees), charges or surcharges, however designated, imposed on or based on the provision, sale or use of the Company's services, excluding gross receipts taxes and taxes on the Company's net income. Such taxes shall be separately stated on the Customer's invoice.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Obligations of the Customer (Cont'd.)

2.4.2 Payments (Cont'd.)

- C. The Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges not paid by the Customer within 30 days, or paid in funds not immediately available to the Company, shall be subject to interest at a rate of 1.5% or the highest rate permitted by the Commission unless otherwise agreed by the Company or required by law. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. In the event of a Company billing error or omission, the Customer shall be responsible for any back billing invoiced by the Company within 2 years of the original date of service.
  
- D. The Customer agrees that the Company may conduct an independent verification of the Customer's financial condition at any time, and the Customer agrees to promptly supply such financial information as may be reasonably requested by the Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time the Company may require that the Customer pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.
  
- E. If required by the Company, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may, in its sole discretion, require such an advance payment, which may be in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Obligations of the Customer (Cont'd.)

2.4.2 Payments (Cont'd.)

- F. If required by the Company, the Customer shall make a deposit before a service is furnished or continues to be held as a guarantee for the payment of charges. The Company may require such a deposit, which may be in addition to an advance payment, if the Company considers this action necessary to safeguard its interests. A deposit shall not relieve the Customer of the responsibility for prompt payment of bills on presentation. Simple interest per annum pursuant to the rules and regulations of the Commission shall be credited or paid to the Customer while the deposit is held by the Company. At any time, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit plus interest will be applied to the Customer's account and any credit balance remaining will be refunded.

2.4.3 Indemnification

With respect to any service or facility provided by the Company, or otherwise in the event of Customer's breach of any of the provisions of this price list, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- 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 this price list or any agreement between Customer and Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees and expenses incurred by the Company in connection with construction and with such termination. In addition, the Customer may be liable for termination charge up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value at six percent).

2.6 Discontinuance of Service

2.6.1 If the Customer fails to timely pay any regulated amount owed to the Company and such failure continues for ten days after written notice to the Customer, the Company may discontinue or suspend service, reject additional applications for service and/or refuse to complete any pending orders for service without incurring any liability, and/or pursue any other remedies as may be provided at law or in equity.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6. Discontinuance of Service (Cont'd.)

- 2.6.2 If the Customer violates any other material term or condition for the furnishing of service or any law, rule or regulation governing the services provided hereunder, and such violation continues for thirty days after written notice thereof to the Customer, the Company may discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability, and/or pursue any other remedies as may be provided at law or in equity. The Customer hereby waives such thirty-day notice requirement in the case of any violation which, in the sole opinion of the Company, if allowed to continue may result in damage to property, injury or death of any person, or impairment of the operation of the Company's facilities or which may otherwise expose the Company to civil or criminal liability.
- 2.6.3 Upon the Company's discontinuance of service to the Customer under section 2.6.1 or 2.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provisions of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term of service specified in the service order to be immediately due and payable (discounted to present value at six percent).
- 2.6.4 Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, or an assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer, the Company may, in addition to any other remedy available at law or in equity, immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6. Discontinuance of Service (Cont'd.)

2.6.5 Upon condemnation of any significant portion of the facilities or associated equipment used by the Company to provide service to the Customer or if a casualty renders all or any significant portion of such facilities or equipment inoperable beyond feasible repair, the Company may discontinue or suspend service, refuse additional orders for service and/or refuse to complete any pending orders for service upon notice to the Customer, without incurring any liability.

2.6.6 Upon any governmental prohibition or required alteration of the services provided or ordered, or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

2.7 Changes in Equipment and Services

2.7.1 The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to the Customer's service order.

2.7.2 The Customer shall not cause or allow any facility or equipment of the Company to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

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Effective: November 20, 2015

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Changes in Equipment and Services (Cont'd.)

2.7.3 Upon receipt of a written request from the Customer, the Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such changes. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to the Company's termination charges.

2.8 Prohibited Uses

2.8.1 The services the Company provides shall not be used for any unlawful purpose or for any use with respect to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer.

2.8.2 The Customer shall not use the Company's service offerings for resale and/or for shared use unless, if requested to do so by the Company, the Customer has first demonstrated that such use complies with relevant laws, regulations, policies, orders, decisions and other governmental or legal requirements.

2.8.3 The Customer may not use the Company's services so as to interfere with or impair any other service or impair the privacy of any communications over any of the Company's facilities and associated equipment or over the facilities and equipment of any other communications carrier connected to the Company's facilities.

2.8.4 The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

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Effective: November 20, 2015

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 Assignment

2.9.1 The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this price list to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.9.2 The Customer may, upon prior written consent of the Company, assign its rights, privileges or obligations under this price list to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. Any attempt of the Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this price list without the consent of the Company shall be null and void.

2.10 License, Agency or Partnership

No license, express or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Company jointly participates in the Customer's joint user's services. The relationship between the Company and the 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, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

2.11 Proprietary Information

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

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Effective: November 20, 2015

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.12 Promotions

The Company reserves the right, from time to time, to provide promotional offerings. The Company will notify the Commission prior to effective date of promotions.

2.13 Waiver of Nonrecurring Charges

The Company reserves the right to waive nonrecurring charges for moves, additions, and deletions.

2.14 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in the timeframe specified in Section 2.4.2.C. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.14.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.14.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the New Hampshire Public Utilities Commission. The address of the Commission is:

New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429  
(603) 271-2431

2.15 Taxes

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange or long distance telecommunications service.

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Effective: November 20, 2015

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### SECTION 3 - SERVICE DESCRIPTIONS

#### 3.1 Rates Charged Based on Timing of Calls

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

##### 3.1.1 When Billing Charges Begin and Terminate For Phone Calls

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

##### 3.1.2 Billing Increments

Unless otherwise specified in this price list, the minimum call duration for billing purposes is 1 minute for a connected call. Calls beyond 1 minute are billed in 1 minute increments.

##### 3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

##### 3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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Effective: November 20, 2015

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**SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)****3.2 Rates Based Upon Calculation of Distance**

At this time, the Company does not specify the charges for service based on the calculation of distance. However, if in the future the charges for service are specified based upon the calculation of distance, the following rules will apply:

3.2.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

3.2.2 The airline distance between any two Rate Centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates,
- C. Square each difference obtained in step B. above.

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Effective: November 20, 2015



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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)

3.2 Application of Rates (Cont'd.)

3.2.2 Rates Based Upon Calculation of Distance (Cont'd.)

- D. Add the square of the "Y" difference and the square of the "H" difference obtained in step C.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- G. Formula

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

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Effective: November 20, 2015

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99.5% during peak use periods for the Company services.

3.4 Service Offerings

3.4.1 West Telecom Services (Delaware) Long Distance Service (LDS)

A. Description

West Telecom Services (Delaware) Long Distance Service (LDS) is a communications service which is available for use by Customers twenty-four (24) hours a day. Customers may originate LDS from locations served by the Company, and may terminate in all locations within the State of New Hampshire.

LDS calls will be billed in 6-second increments with an initial billing period of 6 seconds.

Switched LDS is offered in Feature Group D (FGD) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "1+" interLATA calls are automatically routed to the Company's network.

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Effective: November 20, 2015

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**SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)****3.4 Service Offerings, (Cont'd.)****3.4.1 West Telecom Services (Delaware) Long Distance Service (LDS) (Cont'd.)****B. Commitment Levels and Term Plans**

LDS is available on a month to month basis or on an optional 1, 2, or 3-year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total billing generated from the corresponding Company interstate and intrastate products, and optional features. Charges such as taxes, late payment fees or other service nonrecurring charges will not be included in the total usage amount calculation.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1<sup>st</sup> year prior to the terms expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

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Effective: November 20, 2015

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**SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)****3.4 Service Offerings, (Cont'd.)****3.4.1 West Telecom Services (Delaware) Long Distance Service (LDS) (Cont'd.)****B. Commitment Levels and Term Plans (Cont'd.)**

A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

**C. Discounts**

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer. These discounts are applicable to the rates found in Section 4.1.1 of this price list.

Term Plan	Discount (per minute)
One Year	\$0.01
Two Years	\$0.02
Three Years	\$0.03

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Effective: November 20, 2015

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)

3.4 Service Offerings, (Cont'd.)

3.4.3 Miscellaneous Services (Cont'd.)

A. Directory Assistance (DA)

Company will connect LDS Service Customers to Directory Assistance (DA) for a fee as set forth in Section 4.3.3. A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number (NPA+ 555-1212).

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Effective: November 20, 2015

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### SECTION 3 - SERVICE DESCRIPTIONS (Cont'd.)

#### 3.4 Service Offerings, (Cont'd.)

##### 3.4.4 Special Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new Customers or to increase existing subscribers awareness of a particular price list offering.

##### 3.4.5 Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly and/or other special services, may be furnished in addition to existing price list offerings. Rates, terms, and conditions plus any additional regulations, if applicable for the special service arrangements will be developed upon the Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this price list. The necessary price list revisions will be filed to reflect the special service arrangements.

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Effective: November 20, 2015

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**SECTION 4 - RATE AND CHARGES****4.1 West Telecom Services (Delaware) Long Distance Service (LDS)****4.1.1 New Service Offering****A. Rates and Charges****1. Outbound Switched**

Per Minute \$0.25

Minimum Monthly Usage Charge \$7.50

**4.2 Miscellaneous Services****4.2.1 Directory Assistance**

Per request: \$1.50

**4.3 Exemptions and Special Rates****4.3.1 Discounts for Telecommunications Relay Service**

For intrastate toll calls received from the telecommunications relay service, there will be a 50 percent discount off the applicable rate for a voice non relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for a voice non relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

**4.3.2 Directory Assistance for Handicapped Persons**

There is no charge for Directory Assistance for the first 50 calls in a monthly billing period from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

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Effective: November 20, 2015

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**SECTION 5- SPECIAL ARRANGEMENTS****5.1 Special Construction****5.1.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price lists, charges will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof

**5.1.2 Basis for Cost Computation**

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation, and
  - 4. rights of way.
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. price list preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; and
- H. an amount for return and contingencies.

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Effective: November 20, 2015



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**SECTION 5- SPECIAL ARRANGEMENTS****5.1 Special Construction (Cont'd.)****5.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specialty constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
  - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - a. equipment and materials provided or used,
    - b. engineering, labor and supervision,
    - c. transportation, and
    - d. rights of way.
  - 2. license preparation, processing, and related fees;
  - 3. price list preparation, processing, and related fees;
  - 4. cost of removal and restoration, where appropriate; and
  - 5. any other identifiable costs related to the specialty constructed or rearranged facilities.

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Effective: November 20, 2015

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## SECTION 5- SPECIAL ARRANGEMENTS

### 5.1 Special Construction (Cont'd.)

#### 5.1.3 Termination Liability (Cont'd.)

- C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

### 5.2 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 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 non-discriminatory basis. Contracts resulting from a special request shall be filed with the Commission in compliance with applicable rules and regulations.

### 5.3 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular price list offering. All promotions are offered on a non-discriminatory basis.

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Effective: November 20, 2015