

GRN-T-03-01

# MILLER ISAR, INC.

REGULATORY CONSULTANTS

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Via Overnight Delivery

October 7, 2003

Ms. Jean Jewell  
Commission Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702

RE: Granite Telecommunications, LLC ("Applicant") – Application for Certification to Provide Resold and Facilities Based Local Exchange Service and Proposed Idaho Combined Tariff

Dear Ms. Jewell:

Enclosed for filing are an original and three (3) copies of the following documents:

- Application for Certification to provide resold and facilities-based local exchange service
- Proposed Combined Local Exchange and Interexchange Tariff

Applicant's Notice of Intention to Resell Long Distance Telecommunications Services within the state of Idaho will be filed shortly.

Please acknowledge receipt of this filing by date-stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose.

Questions regarding this filing may be directed to me.

Sincerely,  
MILLER ISAR, INC.

Stacey A. Klinzman  
Director – Regulatory Compliance

Enclosures

cc: Geoffrey Cookman, Granite Telecommunications, LLC

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FILED  
2003 OCT -8 AM 10:25  
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Effective Date:

Issued By:

Robert T. Hale, Jr.  
Granite Telecommunications, Inc.  
234 Copeland Street  
Quincy, Massachusetts 02169  
(617) 847-1500

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**APPLICATION OF PRICE LIST**

Granite Telecommunications, LLC (hereinafter "The Company"), has been authorized by the Idaho Public Utilities Commission (Idaho PUC) to provide competitive local exchange and interexchange services. This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange services to residential and small business customers within the State of Idaho. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Idaho PUC.

**SYMBOLS**

The following symbols shall be used as set out below to describe specific changes made to the original price list.

- C** Indicates a changed listing, rule, or condition, which may affect rates or charges
- D** Indicates discontinued material, including a listing, rate, rule or condition
- I** Indicates an increase
- M** Indicates that the material has been relocated to another part of price list schedules with no change in text, rate, rule or condition
- N** Indicates new material including listing, rate, rule or condition
- R** Indicates a reduction
- S** Indicates reissued matter
- T** Indicates a change in wording of text, but not a change in rate, rule or condition.

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**CONTACT INFORMATION**

Company Contact Information

For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems, contact:

GRANITE TELECOMMUNICATIONS, LLC  
234 Copeland Street  
Quincy, Massachusetts 02169  
(617) 847-1500  
(866) 847-1500 Toll Free  
(866) 847-5500 Toll Free  
(617) 847-0931 Facsimile  
www.granitenet.com Web Page

For matters concerning customer service:

Mr. Paul Stutzman  
Customer Service Manager  
Granite Telecommunications, LLC  
(617) 847-1500  
(866) 847-1500 Toll Free  
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(617) 847-0931 Facsimile  
pstutzman@granitenet.com Email Address

Matters concerning tariffs, rates, price lists and regulatory affairs:

Mr. Geoff Cookman  
Regulatory Affairs and Carrier Relations  
[Granite Telecommunications, LLC  
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**SECTION 1.0—DEFINITIONS**

The following words and terms when used in this price list shall have the meaning set out by this section.

Access Lines: .....Telephone facilities which permits access to and from the Customer’s premises and the telephone exchange or serving central office.

Account Code: .....A numerical code, one or more of which are available to a customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Advance Payment: .....A payment required before the start of service. Advanced payment may consist of any required construction cost, all appropriate non-recurring charges, and an estimate of the first month’s recurring charges. Advance Payments will be applied to the first bill rendered by Company following implementation of services.

Agent:.....A business representative authorized by the Company to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and its applicants or Customers.

Applicant:.....A person who applies for telecommunications service. Includes persons seeking reconnection of service after Company-initiated termination.

Application:.....A request made in writing for telephone service.

Authorized User:.....A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.

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**SECTION 1.0—DEFINITIONS, Continued**

The following words and terms when used in this price list shall have the meaning set out by this section.

Automatic Number Identification (ANI): .....The automatic transmission of a calling party's billing account telephone number to a local exchange Company, interexchange carrier or a third party subscriber. The primary purpose of ANI is for billing of toll calls.

Basic Rate Area: .....A specific geographic area, within which the schedule rates for local exchange service apply without exchange line mileage and without special rates in lieu of mileage.

Called Station:.....The terminating point of a call (i.e., the called number).

Calling Card:.....A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Carrier or Common Carrier:.....See, Interexchange Carrier.

Central Office: .....Company facilities where subscriber lines are connected to each other through switching equipment for placing local and long distance telephone calls.

Commission: .....The Idaho Commerce Commission

Common Channel Signaling:.....The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network that is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

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**SECTION 1.0—DEFINITIONS, Continued**

The following words and terms when used in this price list shall have the meaning set out by this section.

Company or Name of Company: .....Granite Telecommunications, LLC (also known as "Granite").

Customer or Subscriber: .....The person, firm or corporation that orders service and is responsible for the payment of charges for that service and for compliance with the Company's regulations related to that service.

Dedicated Access: .....Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection: .....The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

End Office: .....With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User or User: .....Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Exchange Telephone Company: .....Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

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**SECTION 1.0—DEFINITIONS, Continued**

The following words and terms when used in this price list shall have the meaning set out by this section.

Interexchange Carrier (IXC):.....The terms "Interexchange Carrier" (IXC) (or "Interexchange Common Carrier") denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

Interstate Access Service:.....Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls between states.

Intrastate Access Service:.....Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

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.

Measured Service:.....The provision of long distance measured time communications telephone service to customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contacted interexchange carrier is responsible for arranging the access lines.

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**SECTION 1.0—DEFINITIONS, Continued**

The following words and terms when used in this price list shall have the meaning set out by this section.

Network: .....Refers to the Company's facilities, equipment, and services provided under this Tariff.

Non-listed Service:.....A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

Non-published Service:.....A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

Point of Presence: .....The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

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

Residential Service: .....Telephone Service provided to customers when the actual or obvious use is for domestic purposes.

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 the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or in this price list, in which case the Service Commencement Date is the date on which the Customer accepts service. The Company and the Customer may agree on a substitute Service Commencement Date.

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**SECTION 1.0—DEFINITIONS, Continued**

The following words and terms when used in this price list shall have the meaning set out by this section.

Service Order: .....The written order for 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 obligations of the respective parties as set forth therein and pursuant to this price list; except that the duration of the service is calculated from the Service Commencement Date.

Service Switching Point (SSP): .....A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center: .....The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared: .....A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Point (SP):.....The term "Signaling Point" (SP) denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI):.....The term "Signaling Point of Interface" (SPOI) denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7): .....The term "Signaling System 7" (SS7) denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

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**SECTION 1.0—DEFINITIONS, Continued**

The following words and terms when used in this price list shall have the meaning set out by this section.

Signal Transfer Point (STP):.....The term "Signal Transfer Point" (STP) denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port: .....The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Small Business Service:.....Telephone service provided to businesses with five (5) or fewer lines.

Toll Free:.....A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

Travel Card: .....See "Calling Card" definition.

V & H Coordinates: .....Geographic Points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

Wire Center:.....A building in which one or more central offices, used for the provision of Exchange Services, are located.

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**SECTION 2.0—REGULATIONS****2.1. Undertaking of the Company****2.1.1. Scope**

- 2.1.1.2. The Company undertakes to furnish local exchange communications service pursuant to the terms of this price list.
- 2.1.1.2. The services offered herein may be used for any lawful purpose. 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 even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.
- 2.1.1.3. The services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.1.1.4. 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 price lists of such other communications carriers.
- 2.1.1.5. The services of the Company are furnished for 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 technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

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**SECTION 2.0—REGULATIONS, Continued**

- 2.2. Shortage of Equipment or Facilities. 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 leased or purchased Unbundled Network Elements Platform (UNE-P) from the Company's underlying carrier.
- 2.3. Selection of Transmission. The Company selects and/or arranges for the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or the underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this price list.
- 2.4. Notification of Service-Affecting Activities. The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.
- 2.5. Provision of Equipment and Facilities
- 2.5.1. The Company shall make a reasonable effort to provide service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this price list.
- 2.5.2. The Company shall make a reasonable effort to maintain facilities that it furnishes to the Customer. The Customer shall not, and the Customer shall not permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

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**SECTION 2.0—REGULATIONS, Continued****2.6. Terms and Conditions**

- 2.6.1. Service is provided on a minimum term basis of at least one month, using 24-hours per day for each day of the month. For purposes of this price list, a month is considered to have thirty days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.
- 2.6.2. This price list shall be interpreted and governed by the laws of the State of Idaho and the Rules issued by the Idaho Public Utilities Commission.

**2.7. Non-routine Installation and Special Construction**

- 2.7.1. Non-Routine Installation. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.
- 2.7.2. Special Construction. Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction may include that construction undertaken:
- (a) where facilities are not presently available;
  - (b) of a type other than that which the Company would normally utilize in the furnishing of its service;
  - (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
  - (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
  - (e) on an expedited basis;
  - (f) on a temporary basis until permanent facilities are available;
  - (g) involving abnormal costs; or
  - (h) in advance of normal construction.

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**SECTION 2.0—REGULATIONS, Continued**

2.7. Non-routine Installation and Special Construction, Continued.

2.7.2. Special Construction, Continued. Special construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the effect on Company's other Customers and contractual responsibilities.

2.8. Ownership of Facilities. Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request and in as good condition as reasonable wear will permit.

2.9. Rights-of-Way. Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to public and private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

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**SECTION 2.0—REGULATIONS, Continued****2.10. Liability Of The Company.**

2.10.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities, and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. Such liability will not be limited by gross misconduct of the Company. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have thirty (30) days.

2.10.2. Company shall not be liable for, and the Company shall be indemnified, defended and held harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for:

2.10.2.1. Acts, omissions, or negligence of other companies when their facilities are used in connection with Company's facilities to provide service, or for the unavailability or any delays in the furnishing of any services or facilities, which are provided by other companies;

2.10.2.2. Any defacement or damage to the customer's premises or equipment resulting from the existence of Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of Company, or its employees;

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**SECTION 2.0—REGULATIONS, Continued**

2.10. Liability Of The Company, Continued.

2.10.2., Continued

- 2.10.2.3. Failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, order by request of the United States Government, or any other government including state and local governments having any jurisdiction over Granite or the services provided hereunder; national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over Company;
- 2.10.2.4. Act or omission of any other entity furnishing to the Customer facilities or equipment used with the Service furnished hereunder; nor shall Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities;
- 2.10.2.5. Liability for failure to provide service or any delays in the furnishing of any services or facilities;
- 2.10.2.6. Any charges or costs incurred by Customer for use of another carrier's services whether caused by failure of Company's equipment or service or otherwise;
- 2.10.2.7. Providing listing information to any Local Exchange Carrier ("LEC") for inclusion in LEC directories. Company is not responsible for publication of any directories. No liability for damages arising from errors and/or omissions of directory listings, or listings obtained from the directory assistance operator shall attach to Company;

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**SECTION 2.0—REGULATIONS, Continued**2.10. Liability Of The Company, Continued.

## 2.10.2., Continued

- 2.10.2.8. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising directly or indirectly from the material, data, information or other content transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by Company with, or using the facilities in connection with, apparatus and systems of the Customer and all other claims arising out of any act or omission of the Customer in connection with facilities provided by Company.
- 2.10.2.9. Any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company;
- 2.10.2.10. Any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence;
- 2.10.2.11. For any personal injury to or death of any person or persons;
- 2.10.2.12. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (3) common carriers or warehousemen;
- 2.10.2.13. Any errors omissions, whether arising through negligence or otherwise, in the information furnished to Directory Assistance.

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**SECTION 2.0—REGULATIONS, Continued**

2.10. Liability Of The Company, Continued.

2.10.2., Continued

- 2.10.2.14. Any unlawful or unauthorized use of the Company's facilities and Services;
- 2.10.2.15. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.10.2.16. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the result of the Company's negligence;
- 2.10.2.17. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 2.10.2.18. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 2.10.2.19. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 2.10.2.20. Any non-completion of calls due to network busy conditions;
- 2.10.2.21. Any calls not actually attempted to be completed during any period that service is unavailable.

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**SECTION 2.0—REGULATIONS, Continued****2.10. Liability Of The Company, Continued.****2.10.2., Continued**

- 2.10.2.22. Service, facilities, or equipment, which the Company does not furnish.
- 2.10.2.23. Any and all other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.10.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.10.4. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.10.5. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.10.6. Unless otherwise provided by Washington state law or Commission rules, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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Issued: October 8, 2003  
Issued By:

Robert T. Hale, Jr.  
Granite Telecommunications, Inc.  
234 Copeland Street  
Quincy, Massachusetts 02169  
(617) 847-1500

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**SECTION 2.0—REGULATIONS, Continued****2.10. Liability Of The Company, Continued.**

- 2.10.7. 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 and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.10.8. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.10.9. 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.
- 2.10.10. IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE SERVICES OR THE USE OF OR INABILITY TO USE PRODUCT OR EQUIPMENT EVEN IF THE COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Company's or its suppliers' liability to the Customer, whether in contract, tort (including negligence), or otherwise, exceed the price of the Services or equipment paid by the Customer. The foregoing limitations shall apply even if the standard of the Company's warranty or its suppliers fails of its essential purpose.

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