

Certain Communications Corporation
PSC No. 1 - Telephone
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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

TITLE PAGE

NEW YORK TELECOMMUNICATIONS TARIFF

This tariff contains descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Certain Communications Corporation, with its principal offices at 15300 Ventura Boulevard, Suite 230, Sherman Oaks, CA 91403. This tariff applies to services furnished within the State of New York. This tariff is on file with the State of New York Public Service Commission ("NYPSC"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

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SYMBOLS USED IN THIS TARIFF

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

- D - Delete or Discontinue
- I - Change resulting in an increase to a Customer's bill
- M - Moved from another tariff location
- N - New
- R - Change resulting in a reduction to a Customer's bill
- T - Change in text or regulation but no change in rate or charge

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TARIFF FORMAT

- A. Leaf Numbering - Leaf numbers appear in the upper right corner of the page. Leaves are numbered sequentially. However, new leaves are occasionally added to the tariff. When a new leaf is added between leaves already in effect, a decimal is added. For example, a new leaf added between leaves 14 and 15 would be 14.1.
- B. Leaf Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current leaf version on file with the NYPSC. For example, the 4th revised Leaf No. 14 would cancel the 3rd revised Leaf No. 14. Because of various suspension periods, deferrals, etc. that the NYPSC follows in its tariff approval process, the most current leaf number on file with the NYPSC is not always the tariff leaf in effect. Consult the Check Sheet for the leaf currently in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A)(1)
 - 2.1.1(A)(1)(a)
 - 2.1.1(A)(1)(a)(1)
- D. Check Sheets - When a tariff filing is made with the NYPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the leaf contained in the tariff and gives the current revision number. When new leaves are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated on the check sheet with 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 leaves.) The tariff user should refer to the latest check sheet to find out if a particular leaf is the most current on file with the NYPSC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

For the purposes of this tariff, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to the Carrier's designated point of presence or network switching center.

Authorized User - A person, firm, or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Company - Certain Communications Corporation, 15300 Ventura Boulevard, Suite 230, Sherman Oaks, CA 91403, a corporation organized under the laws of the State of Delaware.

Commission/NYPSC - The New York Public Service Commission, unless otherwise indicated by the context.

Customer - The person, firm, partnership, corporation, or other entity which orders, cancels, amends, or uses the Services or whose telephone equipment is used to place calls using the Company's services and is therefore responsible for the payment of charges and/or compliance with tariff regulations. A call can be placed by a person, firm, partnership, corporation or other entity without originating from such person or entity.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Day - From 7:00 AM up to, but not including, 8:00 PM local time Monday through Friday.

Direct Dialed Call - An intrastate telephone call initiated by dialing 1+ for intrastate calls that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

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End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Evening/Weekend - From 8:00 PM up to, but not including, 7:00 AM local time Monday through Friday, and 24 hours a day on Saturday, Sundays and Holidays.

Holidays - The Company's recognized holidays are New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

LEC - Local Exchange Carrier.

Other Common Carrier - A common carrier, other than the Company, providing domestic and/or international communications service to the public.

Point(s) of Presence - The site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Service(s) - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

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Special Access - Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicate circuits. The cost of Special Access is billed to the Customer by the local exchange carrier, or other approved access provider.

Startec - Service brand for certain designated service through this tariff.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group is billed to the Carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Underlying Carrier - A facilities-based intrastate interexchange carrier or reseller providing the Services being resold by the Company.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company to business and residential customers for telecommunications between points within the State of New York. the Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 2.1.2 The Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but involve the resale of the facilities and/or services of underlying common carriers.
- 2.1.3 The rates and regulations contained in this Tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 2.1.4 The Customer is entitled to limit the use of the Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of the Company.
- 2.1.5 Pursuant to Case No. 91-M-0927, in individual cases the Company also may enter into contracts, on a non-discriminatory basis, in lieu of tariffed rates, charges and regulations. These special pricing arrangements will be offered to all similarly-situated customers, and copies of all such agreements will be filed with the NYPSC and attached as addenda to the tariff.

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

2.2 Undertaking of the Company

2.2.1 The Company's services and facilities are furnished for communications originating at specified points within the State of New York under the terms of this tariff. The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company will resell long distance services to customers within the State of New York. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due to such service arrangement.

2.2.2 The Company shall be responsible only for the resale of the Services it offers.

2.2.3 The Company's Services are available twenty-four hours per day, seven days per week.

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2.3 Limitations of Service

- 2.3.1 All Service is offered subject to availability of the necessary facilities of underlying carriers, to the provisions of this tariff, and to applicable law.
- 2.3.2 Except as indicated otherwise herein, the Company reserves the right to refuse or discontinue Service immediately to Customers without incurring liability:
- A. For non-payment of any sum owing to the Company;
 - B. For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged account code numbers;
 - C. For any violation by a Customer related to the request for such Service of either the provisions of this Tariff or any applicable laws, rules, regulations, or policies of any governmental authority.
 - D. By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service;
 - E. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services;
 - F. If such refusal or discontinuance is otherwise made necessary by conditions beyond the Company's control.
 - G. In the event Certain's underlying carrier or other third party telecommunications service provider discontinues or interrupts their service to Certain for any reason.

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

2.3 Limitations of Service, (Cont'd.)

- 2.3.3 The Company may discontinue service to a Customer for nonpayment of disputed charges or other violation of this tariff not included in Section 2.3.2 above upon 10 days written notice to the Customer without incurring any liability for damages due to the loss of telephone service.
- 2.3.4 The Customer may not transfer or assign its rights or duties under this tariff without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees that the Company has authorized.

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2.4 Liabilities of the Company

- 2.4.1 Except as stated in this Subsection, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights, obligations, or privileges contemplated by this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.4.2 The liability of the Company to its Customer(s) resulting in whole or in part from, or arising in connection with, the furnishing of Service under this tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, shall not exceed an amount equal to the lesser of \$500 or the charge applicable under this tariff to the call or calls affected. No other liability in any event shall attach to the Company, including liability resulting from the unavailability of Service due to the failure or inoperability of any Customer-provided communications equipment.
- 2.4.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: Acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or labor difficulties.

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

2.4 Liabilities of the Company, (Cont'd.)

- 2.4.4 The Company shall not be liable for any claim or loss, expense or damage arising out of the provision of Service (including direct, special or consequential damages, attorney fees or court costs), or for any interruption, delay, error, omission, or defect in any Service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company.
- 2.4.5 The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damage, including punitive damages, attorney fees and court costs, brought or caused by the Customer or third parties and arising out of any act or omission of the Customer in the course of any authorized use, unauthorized use or misuse of the Company's Services, or the Customer's equipment or facilities. Unauthorized use or misuse of the Customer's equipment or facilities includes, but is not limited to, the unauthorized use or misuse of such equipment or facilities by the Customer's agent(s) or other third parties. The Company does not warrant or guarantee that it can prevent such unauthorized use or misuse, and the Customer is responsible for controlling access to, and use of, its own equipment and facilities.
- 2.4.6 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against, any claim or loss, expense or damage (including indirect, special or consequential damages, attorney fees or court costs) for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury or harm to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer.

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2.4 Liabilities of the Company, (Cont'd.)

2.4.7 THE COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.4.8 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company unless the Company or a duly authorized agent or employee of the Company so authorizes in writing.

2.4.9 The Company shall not be liable for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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2.5 Provision of Equipment

2.5.1 Customer-provided communications equipment at the Customer's premises for use in connection with Services provided hereunder shall be so constructed, maintained and operated as to work satisfactorily with the Services and facilities of the Company, and/or the Company's Underlying Carriers. Such Customer-provided equipment shall be in compliance with all applicable rules and regulations of the NYPSC and the Federal Communications Commission, the laws of the State of New York and the requirements of the Communications Act of 1934, as amended.

2.5.2 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to Services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff in the proper manner. Subject to this requirement, the Company shall not be responsible for:

- A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2.6 Payment for Services

- 2.6.1 The Customer is responsible for the payment of all charges for Services furnished to the Customer and Customer's agent(s) or patrons of the Customer, and for all calls placed by or through Customer's equipment directly or via any remote access features. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card or credit card calls.
- 2.6.2 The Company's bills are due upon receipt. If full payment is not received within thirty (30) days after the bill is issued, a late payment charge of \$1.50 plus 1.5% on the total unpaid balance shall be assessed per month or at the maximum permissible rate under applicable law, whichever is greater.
- 2.6.3 Disputes with respect to charges must be presented to the Company in writing within sixty (60) days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer. If a billing dispute arises, Customer may request, and the Company will provide, a review of the disputed amount. The undisputed portion of the relevant bill and all subsequent bills must continue to be paid on a timely basis.
- 2.6.4 Customers have the right to refer billing disputes and any other complaints to the Company at (310) 933-6500, or to the State of New York Public Service Commission, Three Empire State Plaza, Albany, New York 12223-1350 at (800) 342-3377.
- 2.6.5 The Customer shall be liable to the Company for the cost of collection of all charges owed to the Company. Collection fees on unpaid charges will accrue at the monthly charge as defined in Section 2.6.2 of this tariff. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

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2.6 Payment for Services, (Cont'd.)

- 2.6.6 If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the Customer shall pay the reasonable attorneys fees and costs of the Company in prosecuting such proceedings and appeals therefrom. In the event that the Company suspends the provision of Services to the Customer pursuant to the provisions of this tariff, the Company will re-connect the Customer to such Services only when all debts of the Customer to the Company, including accrued interest and other expenses and costs of collection, have been fully discharged to the satisfaction of the Company.
- 2.6.7 All applicable taxes, fees, charges, exactions, or the like which must be paid to any governmental authority (federal, state, local, municipal or otherwise) for the provision of telecommunications services and which, pursuant to the rules and regulations governing such applicable taxes, fees, charges, exactions or the like, may be charged directly to the Customer, will be separately stated on the Customer's bill and charged to, and collected from, the Customer. It shall be the responsibility of the Customer to pay these taxes, and to accept the liability of any such unpaid taxes that may subsequently become applicable retroactively.
- 2.6.8 A charge of \$20.00 will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution. If a Customer who has received a notice of discontinuance pays its bill with a check that is subsequently dishonored, the account status shall remain unpaid and the Company is not required to issue any additional notice before disconnecting service.

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2.6 Payment for Services, (Cont'd.)

2.6.9 Establishment and Reestablishment of Credit

The Company may require Customers or potential Customers to provide information pertaining to their financial ability to pay for service. The Company may deny service to Customers who do not provide the requested information or who fail to meet Company's financial criteria. If the Company determines that an advance payment is necessary; the provisions under Section 2.15 of this tariff apply. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer and reserves the right to collect an advance payment prior to re-establishing service.

2.6.10 Cancellation

The Customer may cancel without termination fees or penalties any new service or any new contract for service within 30 days after the new service is initiated. The Customer is not relieved from paying any usage charges incurred prior to cancellation or for normal recurring charges applicable to the service in the month of cancellation.

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

2.7 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.8 Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times and locations. Except for the rates charged under such promotions and any other specified terms and conditions of those promotions, all terms and conditions of service contained in this tariff shall apply to the Company's promotional service offerings. All promotional offerings of the Company will be filed with the NYPSC for review and tariff approval.

2.9 Liability of the Customer

The Customer, and not the Company, shall be liable for damage to the Underlying Carrier's facilities utilized to provide Services under this tariff that are caused by the negligence or willful act of the Customer or its agent(s), or that result from the improper use of the Underlying Carrier's facilities by the Customer or its agent(s). Nothing in the foregoing sentence shall be interpreted to hold one Customer liable for another Customer's actions.

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2.10 Use of Service

2.10.1 Services offered hereunder may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff, the policies and regulations of the NYPSC and the Federal Communications Commission, the laws of the State of New York and the requirements of the Communications Act of 1934, as amended. The Services offered hereunder shall not be used for any unlawful purpose.

2.10.2 The use of the Company's services without payment for service, and any attempt to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, is prohibited.

2.11 Interruption of Service

2.11.1 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and applicable law, and may continue such interruption until any items of non-compliance so identified are rectified.

2.11.2 The Company will consider customer requests for credit for faulty or incorrect connections and for other problems experienced by customers in the use of the Company's services on a case-by-case basis, and will provide reasonable credit in those cases in which it determines that the request is justified and the Company was at fault. All credit allowances shall be subject to the provisions of Section 2.4 above. It shall be the obligation of the customer to notify the Company immediately of any service problems for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the problem experienced is not being caused by any action or omission by the customer within the customer's control.

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2.12 Restoration of Service

The use and restoration of Service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules of the Federal Communications Commission. When service has been discontinued for nonpayment, the Company may restore service as soon as reasonably possible upon receipt of payment of all outstanding charges and a service restoration fee of \$50.00.

2.13 Billing Arrangements

Customers will either be billed directly by the Company or its intermediary, or charges will be included in the Customers' regular telephone bills pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company. Company may refuse to complete calls made by persons who receive regular telephone bills from a telephone company where for economic, technical and/or operational reasons the Company or its intermediary does not have an effective billing and collection agreement. To determine when calls cannot be completed, according to the Company's records, call (310) 933-6500.

2.14 Deposits

Company may require a Customer without established credit history to pay a sum up to an amount equal to two (2) months' estimated charges as a deposit. Such deposit will be held as a guarantee of the payment charges provided for herein. The fact that a deposit has been made in no way relieves the Customer from complying with the prompt payment of bills on presentation. At such time as service is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. Such a deposit may be refunded or credited to the Customer at any time prior to termination of the service at the option of the Company.

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2.15 Advance Payments

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for services. The advance payment will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the following month.

2.16 Failure to Notify or Enforce

The failure to give notice of default, to enforce or to insist upon compliance with any of the terms or conditions herein, the waiver of any terms or conditions herein, or the granting of an extension of time for performance by the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions of this tariff shall remain at all times in full force and effect unless and until modified in writing.

2.17 Method of Service of Notices

Unless otherwise provided by this Tariff, any individual notice by the Company to the customer may be given either verbally to the customer or to the customer's authorized representative, or by written notice mailed to the customer's last known address.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

Certain Communications provides direct dialed, travel card and operator assisted long distance telecommunications services originating and terminating within the State of New York. Rates for these services may vary by product type, call duration, mileage and time of day. All Certain Communications services are available 24 hours a day, seven days a week.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Timing of Calls

Long distance charges are based on the actual usage of Certain Communications's network. Chargeable time begins when the called party answers, or when the billed party of a collect or person call accepts the charges. Chargeable time ends when either party disconnects.

Minimum call durations and rounding of usage measurements for billing purposes are specified in Section 4 of this tariff for each service provided by the Company.

Computation of Charges

If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (for example, \$1.523 would round up to \$1.53) on a per call basis.

There is no billing applied for incomplete calls.

The appropriate rates apply for day, evening and night/weekend calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00 am to 5:00 pm*	Daytime Period						
5:00 pm to 11:00 pm*	Evening Period						Eve.
11:00 pm to 8:00 am*	Night/Weekend Period						

The appropriate rates apply for Peak and Non-Peak calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00 am to 5:00 pm*	Peak Period						
5:00 pm to 8:00 am*	Non-Peak Period						

* - to but not including

The evening rates apply to the holidays listed below unless a lower rate normally applies:

- New Year's Day	January 1
- Memorial Day	Nationally Recognized Day
- Independence Day	July 4
- Thanksgiving Day	Nationally Recognized Day
- Christmas Day	December 25

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by TelCordia.

Formula:

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

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Company Customized Pricing Arrangements (CPAs)

This section applies to the Company Customized Pricing Arrangements (CPAs) provided by the Company for intrastate telecommunications.

Each individually designed CPA is customized to meet the diverse communications and network needs of a Customer. The underlying switched and dedicated Network Services included within a CPA are furnished under this section, as well as Section 2 of this tariff and the applicable section(s) of this tariff pertaining to the service(s) modified by each particular CPA.

CPAs may include network management; network engineering, design and optimization; network operations and planning; disaster recovery; contingency planning; procurement; vendor management; and training. Except as expressly provided herein, all of the rates, terms and conditions set forth in Section 2 of this tariff as well as the applicable section(s) of this tariff pertaining to the service(s) modified by each particular CPA apply to all CPAs.

Each CPA contains a Network Service or combination of Network Services. Unless otherwise specified herein, all of the terms and conditions set forth in Section 2, as well as any other applicable section of this tariff, apply to the Network Services provided under the CPAs. The contract schedule options herein summarize the Customer's agreements for the provision of CPAs and contain CPA charges, as well as material classifications, practices and regulations affecting such charges.

The Company reserves the right to refuse a Customer's request for a CPA where facilities are not available or when the provision of such CPA is not economically feasible.

When the Company and a Customer agree to a CPA, such CPA will be made available to other similarly situated Customers where additional requests for such CPA are made within the specified period of availability stated in the posted CPA.

The CPA is in response to the specific, individual requirements of the customer, and/or, a competitive bidding process. It differs from the Company's standard tariffed offering in that it contains a custom service arrangement and/or term and/or volume commitments. Because the CPA customer is not "under like circumstances" as other customers, the CPA complies and is consistent with the statutory and regulatory requirements set forth in MA General Law, Chapter 159, and DPU 90-24.

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SECTION 4 – MISCELLANEOUS CHARGES

4.1 Directory Assistance

A Directory Assistance Charge applies to all calls made from points within the State to Intrastate Directory Assistance. This charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number (e.g. where the requested telephone number is unlisted, non-published, or no record can be found).

	Minimum	Maximum
Per Directory Assistance Call:	\$0.50	\$2.00