TEXAS TELECOMMUNICATIONS TARIFF

OF

Granite Telecommunications, LLC

234 Copeland Street, Quincy, Massachusetts 02169

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate interexchange telecommunications services provided by Granite Telecommunications, LLC within the State of Texas. This tariff is on file with the Texas Public Utility Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 234 Copeland Street, Quincy, MA 02169.

Granite is a provider of interexchange telecommunications services on a 24-hour basis. Service is provided for the direct transmission and reception of voice and data communications between points within the State of Texas as an adjunct to Granite's interstate service.

CHECK SHEET

The Title Sheet and all Sheets inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed. Sheets included in this filing are designated by an asterisk (*). (T)

.

SHEET	REVISION
Title	Original
1	First*
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	First*
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
20.1	Original
21	Original
22	Original
23	Original
24	Original
25	Original

(T)

TABLE OF CONTENTS

Title Sheet ..... Title
Check Sheet 1
Table of Contents 2
Explanation of Symbols 3
Tariff Format 4
Application of Tariff 5
Section 1 - Technical Terms and Abbreviations 6
Section 2 - Rules and Regulations 8
Section 3 - Description of Service 21
Section 4 - Rates 24

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

(C) To signify **changed** listing, rule or condition which may affect rates or charges.

(D) To signify **deleted or discontinued** rate, regulation or condition.

(I) To signify a change resulting in an **increase** to a customer's bill.

(M) To signify that material has been **moved from** another tariff location.

(N) To signify a **new** rate, regulation condition or sheet.

(R) To signify a change resulting in a **reduction** to a customer's bill.

(T) To signify a change in **text** but no change to rate or charge.

TARIFF FORMAT

A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, 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 Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.

C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.1.

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the Sheets contained in the tariff with a cross reference to the current revision number. When new Sheets 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 this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff user should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

APPLICATION OF TARIFF

This tariff contains the rates applicable to the provision of intrastate resale intrastate interexchange telecommunications services by Granite between various locations within the State of Texas. All services are interstate offerings. Intrastate service in an add-on service available only if the Customer subscribes to the Company's interstate offerings.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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.

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.

Company:

Granite Telecommunications, LLC ("Granite ")

Commission:

Texas Public Utility Commission

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Dedicated Access:

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Disconnect or Disconnection:

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

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.

Point of Presence:

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

Subscriber:

See "Customer" definition.

Travel Card:

See "Calling Card" definition.

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF GRANITE TELECOMMUNICATIONS, LLC

2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Texas.

2.1.2. Company is a non-facilities-based provider of interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.

2.1.3. Company resells access, switching, transport and termination services provided by interexchange carriers.

2.1.4. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service. For billing purposes, the duration of each call will be rounded up in six (6) second increments unless otherwise specified.

2.1.5. Subject to availability, the customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

2.1.6. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2. LIMITATIONS

2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the company's control or when the customer is using the service in violation of either the provisions of this tariff or the Commission rules.

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS, Continued

2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available.

2.2.4. Title to all facilities provided by Company under these regulations remains in Company's name.

2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3. USE

2.3.1. Service may be used for the transmission of communications by the customer.

2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liability of the Company for damages arising out of mistakes, omission, 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. 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 30 days.

2.4.2. Company shall be indemnified and held harmless by the customer against:

2.4.2.1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over company's facilities; and

2.4.2.2. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and

2.4.2.3. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.3. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.4. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for 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, 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.

2.4.5. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.6. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Texas law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

2.4.7. 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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. INTERRUPTION OF SERVICE

2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.5.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.5.3. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: Credit - (A/720) X B

A - outage time in hours

B - total monthly charge for affected utility

SECTION 2 - RULES AND REGULATIONS, Continued

2.6. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.7. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.8. PAYMENTS AND BILLING

2.8.1. Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the subscriber. Service continues to be provided until cancelled by the customer on not less than 30 days' notice.

2.8.2. The Customer is responsible for the payment of all charges for services furnished to the customer. Charges are based on actual usage, and are billed monthly in arrears.

2.8.3. Billing will be payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 7.5% late payment charge for the unpaid balance, or the maximum allowable under State law. (I) (D) | (D)

2.8.4. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.8.5. Billing disputes should be addressed to Company's Customer Service Organization via telephone to (800) 552-5254.

SECTION 2 - RULES AND REGULATIONS, Continued

2.8. PAYMENTS AND BILLING, Continued

2.8.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

2.8.6.1. First, the customer may request, and the Company will perform, 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).

2.8.6.2. Second, if there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. The address and telephone number of the Commission is:

Texas Public Utilities Commission
1701 North Congress Avenue
Austin, Texas 78701

Telephone: 512.936.7120
888.782.8477

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION BY CUSTOMER

2.9.1. Customer may cancel service by providing written notice to Company 30 days prior to cancellation.

2.9.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated Local Exchange Company charges, if any, for service changes.

2.9.3. Any non-recoverable cost of Company expenditures shall be borne by the customer if:

2.9.3.1. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

2.9.3.2. Liabilities are incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges; and

2.9.3.3. If based on an order for service and construction has either begun or has been completed, but no service provided.

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY COMPANY

2.10.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:

2.10.1.1. In the event of a condition determined to be hazardous to the customer, to other customers of the utility, to the utilities equipment, the public or to employees of the utility; or

2.10.1.2. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or

2.10.1.3. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or

2.10.1.4. For unlawful use of the service or use of the service for unlawful purposes; or

2.10.1.5. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY COMPANY, Continued

2.10.2. Company may discontinue service according to the following conditions upon five (5) days written notice:

2.10.2.1. For violation of Company's filed tariffs.

2.10.2.2. For the non-payment of any proper charge as provided by Company's tariff.

2.10.2.3. For Customer's breach of the contract for service between the utility and customer.

2.10.2.4. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.10.3. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the company shall at all times be entitled to all the rights available to it under law or equity.

2.10.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

SECTION 2 - RULES AND REGULATIONS, Continued

2.11. INTERCONNECTION

2.11.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.11.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

SECTION 2 - RULES AND REGULATIONS, Continued

2.12. DEPOSITS AND ADVANCED PAYMENTS

The Company does not require a deposit or advanced payment from the Customer.

2.13. TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. Examples of such programs include but are not limited to the Texas Universal Service Fund and the Telecommunications Infrastructure Fund. These taxes, surcharges, and fees are calculated based upon the amount billed to the End User for Service(s).

SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

3.1.1. The subscriber's long distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when called party answers and terminated when either party hangs up.

3.1.2. Unless otherwise specified in this tariff, the minimum call duration for billing purposes is thirty (30) seconds with six (6) second billing increments thereafter.

3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

3.1.4. There is no billing for incomplete calls.

SECTION 3 - DESCRIPTION OF SERVICE

3.3. GRANITE TELECOMMUNICATIONS SERVICES

Company provides switched and dedicated telecommunications services which allow a customer to establish a communications path between two stations by using uniform dialing plans. Calls are billed in six (6) second increments. A thirty (30) second initial billing minimum is applicable on each call, unless otherwise specified in this tariff.

Granite Switched Access Service is a switched access service, offering users both outbound 1 plus and inbound, toll free long distance telecommunications services. The service offers direct dial capabilities of other underlying carrier(s') network services.

Granite Dedicated Access Service is a dedicated access service, offering users both outbound 1 plus and inbound, toll free long distance telecommunications services over dedicated local access connections to the underlying carrier's point of presence. This service is designed for subscribers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities.

Granite Travel Card is a calling card service enabling Switched Access Service subscribers to place calls from any touch-tone phone in the United States. Travel Card calls are billed at the Company's rate and appear on the subscriber's monthly long distance bill.

Directory Assistance is provided by Granite ' underlying carrier to subscribers of record. The Customer may access the underlying carrier's Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such service by Granite, except as stated in this tariff.

Operator Assisted Calling Services - Granite provides operator assisted calling as an ancillary service exclusively to its subscribers. Operator assisted calling services are provided to subscribers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to underlying carrier intrastate tariffs on file with the Commission. The Company *does not* offer alternative operator services to the transient public.

SECTION 4 - RATES

4.1. SERVICE CHARGES

4.1.1. Granite Switched Access Outbound Service

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	$0.0990	$0.0198	$0.0990	$0.0198	$0.0990	$0.0198

4.1.2. Granite Switched Access Inbound Service

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	$0.0990	$0.0198	$0.0990	$0.0198	$0.0990	$0.0198

SECTION 4 - RATES, Continued

4.1. SERVICE CHARGES, Continued

4.1.3. Granite Dedicated Access Outbound Service

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	$0.0790	$0.0158	$0.0790	$0.0158	$0.0790	$0.0158

4.1.4. Granite Dedicated Access Inbound Service

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	$0.0790	$0.0158	$0.0790	$0.0158	$0.0790	$0.0158

4.1.5. Granite Travel Card Service

Access charge per call	$0.50
Rate per minute	$0.20

4.1.6. Directory Assistance

Rate per access	$0.85

SECTION 4 - RATES, Continued

4.2. TIME PERIODS

The application periods for the service are:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
8:00 AM to 4:59 PM	Day	Day	Day	Day	Day	Eve	Eve
5:00 PM to 10:59 PM	Eve	Eve	Eve	Eve	Eve	Eve	Eve
11:00 PM to 7:59 AM	Night	Night	Night	Night	Night	Night	Night

Night Rate applies to selected holidays (New Year's Day, July 4, Labor Day, Thanksgiving and Christmas). On these holidays the Night Rate applies all day, unless a lower rate would normally apply.