



July 20, 2016  
**Via Overnight Delivery**  
(Plus E-Mailed Copy)

Ms. Sara J. Clark, Secretary, Commission Secretary  
Massachusetts Department of Telecommunications and Cable  
1000 Washington Street  
Suite 820  
Boston, MA 02118

**RE: Conversent Communications of Massachusetts Inc. d/b/a EarthLink Business  
M.D.T.C. Tariff No. 3 (Access)**

Dear Ms. Clark:

Enclosed for filing please find the original and one (1) copy of the above-referenced tariff submitted on behalf of Conversent Communications of Massachusetts Inc. d/b/a EarthLink Business ("Company"). This tariff, M.D.T.C. Tariff No. 3, is submitted subsequent to the withdrawal of the Company's M.D.T.C. Tariff No. 2 (combined Local Exchange and Access services) effective December 31, 2015. This tariff contains the rules, regulations and rates for the access services still offered by the Company within the state of Massachusetts.

Additionally, this filing also incorporates the required revision to switched access rates to comply with and implement the fifth phase of the FCC's intercarrier compensation transition, Order No. 11-161. This tariff carries an effective date of July 30, 2016 to comply with the required access reductions pursuant to the FCC's Order No. 11-161. A check in the amount of \$100.00 is enclosed to cover the filing fee.

*A copy of this filing has also been submitted via email to [dte.efiling@state.ma.us](mailto:dte.efiling@state.ma.us).*

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3001 or via email to [tforte@tminc.com](mailto:tforte@tminc.com). Thank you for your assistance in this matter.

Sincerely,

/s/ Thomas M. Forte

Thomas M. Forte  
Consultant to Conversent Communications of Massachusetts Inc. d/b/a EarthLink Business

cc: Linda Manske (via E-Mail) - EarthLink - Conversent  
file: EarthLink - Conversent - Massachusetts - Access  
tms: MAa1601a

Enclosures  
TF/mw

**Conversent Communications of Massachusetts Inc.**

**d/b/a EarthLink Business**

1170 Peachtree Street NE, Suite 900

Atlanta, GA 30309

Issued By: Vice President, Tax

M.D.T.C. Tariff No. 3

Original Title Page

Issued: July 20, 2016

Effective: July 30, 2016

**SWITCHED ACCESS SERVICES TARIFF**

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**CONVERSENT COMMUNICATIONS OF MASSACHUSETTS INC.  
D/B/A  
EARTHLINK BUSINESS**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO COMMUNICATIONS SWITCHED AND DEDICATED  
ACCESS SERVICES WITHIN  
THE COMMONWEALTH OF MASSACHUSETTS**

This tariff applies to the intrastate charges applying to access telecommunications services furnished by Conversent Communications of Massachusetts Inc. d/b/a EarthLink Business ("Carrier") between one or more points within the Commonwealth of Massachusetts. This tariff is on file with the Massachusetts Department of Telecommunications and Cable, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 1170 Peachtree Street NE, Suite 900, Atlanta, Georgia 30309.

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**SWITCHED ACCESS SERVICES TARIFF**

**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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\* - indicates those pages included with this filing

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**d/b/a EarthLink Business**  
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Atlanta, GA 30309  
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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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**EXPLANATION OF SYMBOLS**

When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) - Change In Regulation
- (D) - Discontinued Rate or Regulation
- (I) - Increase In Rate or Charge
- (M) - Text Moved From Another Tariff Location
- (N) - New Rate or Regulation
- (R) - Reduction In Rate or Charge
- 
- (S) - To Signify A Reissued Matter
- (T) - Change In Text But No Change In Rate Or Regulation
- (Z) - Correction

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**SWITCHED ACCESS SERVICES TARIFF**

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**SECTION 1 - GENERAL REGULATIONS**

**1.1 APPLICATION OF TARIFF**

- 1.1.1 This tariff contains the regulations and rates applicable to intrastate access telecommunications services provided by Carrier for telecommunications between points within the Commonwealth of Massachusetts. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 1.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by another common carrier for use in accessing the services of Carrier.
- 1.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 1.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Massachusetts Department of Telecommunications and Cable. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.2 DEFINITIONS

**ACCESS CODE** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

**ACCESS MINUTES** - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

**ACCESS TANDEM** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

**ANSWER SUPERVISION** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

**CALL** - A Customer attempt for which the complete address code is provided to the service end office.

**CARRIER OR COMMON CARRIER** - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

**CENTRAL OFFICE** - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**CHANNEL** - A communications path between two or more points of termination.

**COMMUNICATIONS SYSTEM** - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

**COMPANY** - Conversent Communications of Massachusetts Inc. d/b/a EarthLink Business.

**COMMISSION** - The Massachusetts Department of Telecommunications and Cable

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**SWITCHED ACCESS SERVICES TARIFF**

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.2 DEFINITIONS (Cont'd.)

**CUSTOMER** - The person, firm or corporation which directly or indirectly orders access service and is responsible for the payment of charges and compliance with the Company's regulations. A person, firm or corporation is deemed a Customer of the Company if any of its traffic is terminated to a central office code (NPA-NXX) assigned to the Company or if End Users originate traffic on the Company's network that is routed to the person's, firm's or corporation's network. Should a Customer use the Company's access service, regardless of whether the Customer has affirmatively requested service or has an executed service order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff.

**CUSTOMER DESIGNATED PREMISES** - The premises specified by the Customer for termination of Access Services.

**DUAL TONE MULTIFREQUENCY (DTMF)** - Tone signaling, also known as touch tone signaling.

**END OFFICE SWITCH** - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**END USER** - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

**ENTRY SWITCH** - First point of switching.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.2 DEFINITIONS (Cont'd.)

**EXCHANGE** - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**FACILITIES** - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

**FIRST POINT OF SWITCHING** - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

**INTERSTATE COMMUNICATIONS** - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

**INTRASTATE COMMUNICATIONS** - Any communication that originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

**LOCAL ACCESS AND TRANSPORT AREA (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL CALLING AREA** - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

**MESSAGE** - A Message is a Call as defined above.

**OFF-HOOK** - The active condition of Switched Access Service or a telephone exchange line

**ON-HOOK** - The idle condition of Switched Access Service or a telephone exchange line.

**ORIGINATING DIRECTION** - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.2 DEFINITIONS (Cont'd.)

**POINT OF TERMINATION** - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**PREMISES** - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

**SERVING WIRE CENTER** - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

**SPECIAL ACCESS CIRCUIT** - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

**TERMINATING DIRECTION** - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

**Toll VoIP-PSTN Traffic** - The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

**TRANSMISSION PATH** - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

**TRUNK** - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**TRUNK GROUP** - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.2 DEFINITIONS (Cont'd.)

**VOIP PROVIDER** - For the purposes of this Tariff, any service provider, including but not limited to carriers, that originates and/or terminates traffic in Internet protocol ("IP") format.

**VOIP PROVIDER PARTNER** - any VoIP Provider that uses the Company's services to exchange traffic with the PSTN.

**VOIP-PSTN TRAFFIC** - traffic exchanged between the Company and a Customer in Time-Division-Multiplexing format that originates and/or terminates in IP format.

**WIRE CENTER** - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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**SWITCHED ACCESS SERVICES TARIFF**

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 UNDERTAKING OF THE COMPANY**

**1.3.1 UNDERTAKING OF THE COMPANY**

The Company shall be responsible only for the installation, operation and maintenance of service, which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

**1.3.2 OBLIGATION OF THE COMPANY**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the Commonwealth of Massachusetts.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.2 OBLIGATION OF THE COMPANY (Cont'd.)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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**SWITCHED ACCESS SERVICES TARIFF**

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY

- A. The Liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances as set forth in this tariff. The extension of such allowances shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the federal government, or of any other government, including federal and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-out, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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**SWITCHED ACCESS SERVICES TARIFF**

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY (Cont'd.)

- F. 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. The Company has the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any damages resulting from delays in meeting any service date 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.
- H. The Company is not liable for any defacement of or damage to the premises of the Customer (or authorized or joint user) 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 negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

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**SWITCHED ACCESS SERVICES TARIFF**

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY (Cont'd.)

- J. The Company is not liable for any claims for loss or damages involving:
1. Breach in the privacy or security of communications transmitted over the Company's facilities;
  2. Injury to property or injury or death to persons, including claims for payments made under Worker's 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;
  3. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
  4. Any act or omission in connection with the provision of 911, E911 or similar services;
  5. Any noncompletion of calls due to network busy conditions;
  6. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
  7. Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

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**SWITCHED ACCESS SERVICES TARIFF**

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY (Cont'd.)

K. Claims

The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

1. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for 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. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
3. 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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**SWITCHED ACCESS SERVICES TARIFF**

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY (Cont'd.)

- L. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.
- M. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- N. 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.
- O. Year 2000 Readiness Disclosure

The Company will operate as specified in these and other applicable tariffs during the 20<sup>th</sup> and 21<sup>st</sup> centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 (Y2K) defects in the Company's hardware, software, or systems. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

- 1. a local exchange carrier;
- 2. customer premise equipment; or
- 3. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.4 TESTING, MAINTENANCE, AND ADJUSTING

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.5 NON-ROUTING 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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.3.6 OWNERSHIP OF FACILITIES

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.7 RIGHTS-OF-WAY

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

1.3.8 SERVICES PROVIDED BY OTHER CARRIERS

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

1.3.9 GOVERNMENTAL AUTHORIZATIONS

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.10 ASSIGNMENT

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

1.3.11 NETWORK MANAGEMENT

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.12 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

1.3.13 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

1.3.14 Blocking of Service

The Company's facilities cannot be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate its use service policies or are otherwise in violation of this Tariff.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.15 ALLOWANCES FOR INTERRUPTION IN SERVICE

- A. A credit allowance will be given for any period during which any line subscribed to by Customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff by Company.
- B. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports the service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.
- D. In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:
  - 1. For Monthly Recurring Charges, no credit allowance will be given on interruptions less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least 15 minutes thereof that the interruptions continues.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.15 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd.)

D. (Cont'd.)

2. For usage based charges, no credit will be allowed for an interruption less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of:
  - a. the monthly rates;
  - b. the assumed minutes of use charge; or
  - c. the minimum monthly usage charge, whichever is applicable, for each period of 24 hours or major fraction (12 hours and 1 minute) thereof that the interruption continues. However, in the case of the service billed based on actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.15 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd.)

E. No credit allowance will be made for:

1. Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
3. Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;
4. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;
5. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposed or for implementation of a Customer order for a change in service arrangements;
6. Interruptions of service due to circumstances beyond the control of the Company.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.16 TRANSMISSION SPECIFICATIONS

The Company's transmission path will meet the standard transmission specifications as set forth in Bellcore Technical Publications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to Bellcore Technical Publications, to the extent that the supplying service provider's facilities and services meet the specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to insure that the data parameters are met.

1.3.17 PROVISION OF SERVICE PERFORMANCE DATA

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously arranged intervals and format.

1.3.18 ACCEPTANCE TESTING

At no additional charge the Company will, at the Customer's request and where applicable, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity, and operations signaling. Balance parameters may also be tested where applicable.

1.3.19 ROUTINE TESTING

At no additional charge the Company will, at the Customer's request and where applicable, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise, and Balance (Return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent. The frequency of the tests will be as mutually agreed on by the Customer and the Company, but shall consist of not less than quarterly 1004 Hz loss and C-message noise tests, and an annual balance test. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.20 DETERMINATION OF THE NUMBER OF TRANSMISSION PATHS

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard company engineering methods.

1.3.21 TRUNK GROUP MEASUREMENT REPORTS

Subject to availability, the Company will make available to the Customer trunk group data in the form of usage in CCS, peg count and overflow, at previously agreed to intervals.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.4 PROHIBITED USES**

- 1.4.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- 1.4.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- 1.4.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 1.4.4 A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 1.4.5 Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- 1.4.6 The services of the Company shall not be used to transmit impermissible content.
- 1.4.7 A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one of the other, and shall not be deemed to constitute a partnership or agency agreement.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 USE OF FACILITIES AND SERVICES**

**2.1.1 Use of Service**

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- G. Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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

2.1 USE OF FACILITIES AND SERVICES (Cont'd.)

2.1.1 Use of Service (Cont'd.)

- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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

2.1 USE OF FACILITIES AND SERVICES (Cont'd.)

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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

2.1 USE OF FACILITIES AND SERVICES (Cont'd.)

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

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

2.1 USE OF FACILITIES AND SERVICES (Cont'd.)

2.1.5 Minimum Use Contracts

The Company may offer services that require a minimum use guarantee ("MUG"). The Customer agrees to pay the minimum amount per period agreed to upon commencement of service. Customers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Customer choose to terminate a MUG agreement prior to its expiration date of, the Customer will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Company's approval, Customer converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Customer's agreement, Customer will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The minimum billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

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

**2.2 MINIMUM PERIOD OF SERVICE**

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

**Conversent Communications of Massachusetts Inc.**

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

**2.3 FLEXIBLE PRICING**

**2.3.1 CONDITIONS**

Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

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

2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 RESPONSIBILITY FOR ALL CHARGES

The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

2.4.2 DEPOSITS

- A. The Company reserves the right to examine the credit record of the Customer prior to the commencement of service and to reject, in Company's sole judgment, unqualified Customers. No Customer shall have any claim against Company for a credit rejection. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or re-submission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- B. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.4.2 DEPOSITS (Cont'd.)

C. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

D. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

E. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

2.4.3 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

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

**2.4 PAYMENT FOR SERVICE RENDERED (Cont'd.)**

**2.4.4 PAYMENT OF CHARGES**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company as set forth in this tariff or by mutual written agreement of the parties.

- A. Non-recurring charges are due and payable as set forth in Section 2.4.4 B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which the service is provided, and Recurring Charges shall be due and payable as set forth in Section 2.4.4 B. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- B. All charges are due and payable by the last day of the invoice month (i.e., payment for invoices with a bill date of May 1<sup>st</sup> is due on or before May 31<sup>st</sup>) and are payable in immediately available funds.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If service is disconnected by the Company in accordance with Section 2.8.1 and Section 2.8.4 following and later reinstalled, service will be subject to all applicable installation charges for the reinstallation. If service is suspended by the Company and later restored, it will be subject to all applicable restoration charges.

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

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.4.5 RETURNED CHECK CHARGE AND COLLECTION FEES

- A. The Company reserves the right to assess a charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts.
- B. In the event that the Company incurs fees or expenses, the Company may charge the Customer all such fees and expenses reasonably incurred.

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

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.4.6 LATE PAYMENT CHARGES

- A. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge shall be due from the Customer to the Company. The late payment charge shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of the following:
1. a rate of 1.5 percent per month accrued on a daily basis, from the date such amount was due; or
  2. the highest interest rate which may be applied under state law for commercial transactions.
- B. Late payment charges do not apply to government agencies of the Commonwealth of Massachusetts. These agencies are required to make payment in accordance with applicable state law.

2.5 DISPUTED BILLS

2.5.1 General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company as set forth in Section 12.1, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the specific invoice disputed, the date of the bill, the specific items on the bill being disputed, and the justification for the dispute.

In order to withhold payment for disputed amounts, the Customer must 1) pay all undisputed amounts by the due date and 2) provide written documentation of the dispute as described in this section by the due date for the billing period in question.

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

**2.6 TELEPHONE SURCHARGES/TAXES/CONTRIBUTIONS**

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any and all such fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes, however designated, (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes, but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision, or as deemed taxable by the political subdivision.

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

**2.7 INSPECTION, TESTING AND ADJUSTMENT**

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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**SWITCHED ACCESS SERVICES TARIFF**

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

**2.8 SUSPENSION OR TERMINATION OF SERVICE**

**2.8.1 Suspension or Termination for Nonpayment**

- A. In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.
- B. Suspension or termination shall not be made until:
  - 1. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
  - 2. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.
- C. Access service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- E. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

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

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd.)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - a. No charge shall apply for the period during which service had been terminated, and
  - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd.)

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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

**2.9 OBLIGATIONS OF THE CUSTOMER**

**2.9.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

**2.9.2 Ownership of Facilities**

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service. Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

Customer shall arrange access to any of the rights-of-way, conduit, and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance will be made for the period during which service is interrupted for such purposes.

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

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.3 Equipment Space and Power (Cont'd.)

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

2.9.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.9.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters that affect telecommunications service.

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

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.7 Jurisdictional Reports

Where possible, the Company will determine the jurisdiction of both originating and terminating calls from the call detail records generated via the switched network, and bill usage according to such determination. A call that enters the Customer's network in a state different from the state in which the called station is located will be classified as interstate. A call that enters the Customer's network at a point within the same state where the called station is located will be classified as intrastate.

In those cases where it is not possible for the Company to determine the jurisdiction of the call from the call detail, the Customer may provide the Company with a percent interstate use. The percent, which should be represented as a whole number, is determined by taking the total interstate usage and dividing by the total minutes of use. The Customer may update the jurisdictional percentages reported to the Company on the First of January, First of April, First of July, and First of October. Reports should be received no later than the 20<sup>th</sup> of each month. Reports will be used on a go-forward basis, and will be in effect until the Customer submits a revised report. Customers beginning service in the middle of a quarter may submit a jurisdictional report at the onset of service.

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

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.7 Jurisdictional Reports (Cont'd.)

In the absence of a Customer-provided percent interstate use, the following percentages will be used:

800 traffic:	100%
900 traffic:	100%
700 traffic:	100%
All other:	percent determined by measurable network usage.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company reserves the right to verify the percents on the jurisdictional reports by examination of the underlying data. The Company will submit a request for verification in writing to the Customer. Such a request will occur no more than once a year. Once the request is received, the Customer will have 30 days to supply or otherwise make available the data to the Company.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.9.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

2.9.9 Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

With Multifrequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgment wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

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

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.9 Measurement of Access Minutes (Cont'd.)

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

2.9.10 Network Congestion

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

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

**2.10 AUTOMATIC NUMBER IDENTIFICATION**

**2.10.1 General**

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

**2.10.2 Up to 7 Digit Outpulsing of Access Digits to Customer**

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

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

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd.)

2.10.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd.)

2.10.3 Regulations (Cont'd.)

- D. The ANI recipient, or its designated billing agent, is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use, other than those listed above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).
- G. Where ANI cannot be provided, information digits will be provided to the Customer. The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

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

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd.)

2.10.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the Public Service Law of the Commonwealth of Massachusetts.

2.11 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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**SWITCHED ACCESS SERVICES TARIFF**

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**SECTION 3 - SWITCHED ACCESS SERVICE**

**3.1 GENERAL**

Access Service is offered to other telecommunications carriers desiring direct trunk-side access to the Company's network in order to originate or terminate calls only to the analog voice grade channels corresponding to Company provided access lines. Access Service will support Inter-Machine and Feature Group D protocols.

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

In the absence of an ASR as described below, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

3.1 GENERAL (Cont'd.)

3.1.1 General Regulations

- A. Carrier Access Orders for Access Service will be placed on standard Telecordia Technologies (formerly known as Bellcore) Access Service Requests (ASRs).
- B. Access Service is provided via a dedicated trunk-side port on the Company's switched network at the digital DS-1 level.
- C. Access Service Ports are only available at the Primary Distribution Nodes provided by the Company. The Customer is responsible for providing digital DS-1 and DS-3 transmission links between its premises and the Company's Primary Distribution node, and a DSX-1 or DSX-3 Panel Terminal interface at the Company's Node. The DS-1 and DS-3 transmission links may be obtained from any other telephone company which terminates transmission facilities at the Company's Primary Distribution node, or may be provided over the Customer's own transmission facilities.

3.2 RATE ELEMENTS

- 3.2.1 Nonrecurring Charges: Nonrecurring charges are applied as a one-time fee normally at the time the circuit is initiated.
- 3.2.2 Monthly Recurring Charges: Monthly recurring charges are billed monthly in advance and are assessed on each channel termination based on the terms and conditions of this tariff, the Customer Service Agreement, or a Master Service Agreement.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

3.2 RATE ELEMENTS (Cont'd.)

- 3.2.3 Entrance Facility/Channel Termination Charge: The Entrance Facility/Channel Termination provides the transmission path between the Primary Distribution Node and the Serving Wire Center (SWC) of the Primary Distribution Node. These charges apply when the Customer utilizes Company facilities to access the Primary Distribution Node.
- 3.2.4 Direct-Trunked Transport: Direct-Trunked Transport provides the transmission path between the SWC of the Customer's facilities, or other point of interconnection, and the Company's Primary Distribution Node. This charge applies when the Customer utilizes Company facilities to transport traffic from the Customer's SWC, or other point of interconnection, to the Primary Distribution Node.
- A. Fixed Mileage Charge: The fixed mileage charge is a recurring monthly fee which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel.
- B. Variable Mileage Charge: Variable mileage charge is a recurring monthly fee which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel. In general, the variable mileage charge is calculated using V&H tables.
- 3.2.5 Office Cross-Connect: The Office Cross-Connect provides the appropriate DS1 or DS3-level connection from the DSX-1 or DSX-3 Panel Terminal interface to the Company's equipment at the Primary Distribution Node.
- 3.2.6 DS3/1 Multiplexing: DS3/1 Multiplexing provides the conversion of a higher level (DS3) facility to a lower level (DS1) facility at the Primary Distribution Node. This charge applies if the Direct-Trunked Transport or Customer interconnection to Company's network is via a DS3-level connection.
- 3.2.7 DS1 Trunk Port: The DS1 Trunk Port provides access to the Company's switch at the Primary Distribution Node.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.3 OBLIGATIONS OF THE COMPANY**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

**3.3.1 Network Management**

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

**3.3.2 Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.3 OBLIGATIONS OF THE COMPANY (Cont'd.)**

**3.3.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

**3.3.4 Trunk Group Measurements Reports**

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.4 OBLIGATIONS OF THE CUSTOMER**

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

**3.4.1 Report Requirements**

Customers are responsible for providing the following reports to the Company, when applicable.

**A. Jurisdictional Reports**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.7 preceding. Charges will be apportioned in accordance with those reports.

**B. Code Screening Reports**

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.5 RATE REGULATIONS**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

**3.5.1 Minimum Periods**

Switched Access Service is provided for a minimum period of one month.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

3.5 RATE REGULATIONS (Cont'd.)

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

A. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee	\$250.00
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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

3.6 RATES AND CHARGES

3.6.1 Entrance Facility/Channel Termination

		<u>Nonrecurring Rate</u>	<u>Recurring Rate</u>
A.	Per DS-1	\$180.29	\$89.79
B.	Per DS-3		
	Fixed	\$231.38	\$824.59
	Per ¼ Mile	N/A	\$8.64

3.6.2 Direct-Trunked Transport

		<u>Nonrecurring Rate</u>	<u>Recurring Rate</u>
A.	DS-1		
	Mileage		
	Fixed, per DS-1:	\$179.33	\$43.34
	Per Mile, per DS-1:	N/A	\$1.38
B.	DS-3		
	Mileage		
	Fixed, per DS-3:	\$228.65	\$416.14
	Per Mile, per DS-3:	N/A	\$18.82

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

3.6 RATES AND CHARGES (Cont'd.)

3.6.3 Switched Access Service - Office Cross-Connect

		<u>Nonrecurring Rate</u>	<u>Recurring Rate</u>
A.	DS-1	\$270.66	\$4.32
B.	DS-3	\$393.44	\$39.12

3.6.4 Switched Access Service - Multiplexing

		<u>Nonrecurring Rate</u>	<u>Recurring Rate</u>
A.	DS-3/1 [Common]	\$218.98	\$564.34
B.	DS-1 Channel on DS-3/1 Multiplexer	N/A	\$20.16

3.6.5 Switched Access Service - Trunk Port

		<u>Nonrecurring Rate</u>	<u>Recurring Rate</u>
A.	DS-1		
	Initial	\$311.99	\$288.00
	Additional	\$154.84	\$288.00

3.6.6 Switched Access Service - Usage

Originating, per minute:	\$0.003504*
Terminating, per minute:	\$0.002998

3.6.7 800 Data Base Access

Per Query	\$0.01
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\* Rate effective July 16, 2015 in conjunction with the Company's Federal Access Services Tariff, FCC No. 7.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.7 WIRELESS TERMINATION SERVICE**

Applies to intraMTA traffic originated by a Commercial Mobile Radio Service (CMRs) provider and terminated to end-user subscribers of the Company (i.e., wireless to wireline traffic) without the direct interconnection of the CMRs provider's and the Company's networks and where the CMRs provider is physically connected with and delivers traffic to a third party ILEC(s) which in turn delivers the traffic to the Company.

3.7.1 This service is provided to Commercial Mobile Radio Service (CMRs) providers licensed by the Federal Communications Commission (FCC).

3.7.2 Wireless Termination Service is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic). The Major Trading Area as defined in 47 C.F.R. Paragraph 24-102 of the FCC Rules and Regulations.

3.7.3 Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTAs (i.e., interMTA traffic). In those situations where a CMRs provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of the appropriate access tariff of the Company (either intrastate or interstate) will apply.

3.7.4 These Regulations and Rates are in addition to the Regulations, Rate and Charges in other sections of this tariff.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.7 WIRELESS TERMINATION SERVICE (Cont'd.)**

3.7.5 This tariff applies except as otherwise provided in 1) an interconnection agreement between the CMRs provider and the Company approved by the Commission pursuant to the Act; or 2) a terminating traffic agreement between the CMRs provider and the Company approved by the Commission.

3.7.6 The Company shall issue a bill to the CMRs provider based on the best information available to the Company including, but not limited to, records of terminating traffic created by the Company at its end office or tandem switch or usage reports and/or records generated by a third party ILEC whose network is used to transit the traffic. The CMRs provider will be billed at the default factors in 3.7.10 unless the CMRs provider can show usage studies of actual traffic originated by the CMRs provider and terminated to the Company identifying the percentage of interMTA and intraMTA traffic and the percentage of the interMTA traffic that is interstate or interLATA. The Company may validate the accuracy of the studies as outlined in 3.7.7. The Company, at its discretion, may change the factors for a CMRs provider if there is compelling reason to do so.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.7 WIRELESS TERMINATION SERVICE (Cont'd.)**

- 3.7.7 Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRs providers and available to the Company upon request. The CMRs provider shall pay the Company for all charges in accordance with the rates set forth in this tariff. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The CMRs provider shall pay a late charge on any undisputed charges which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The CMRs provider shall pay the Company the reasonable amount of the Company's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees. The CMRs provider will be responsible for the accuracy and quality of its data as submitted to the Company. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRs provider to give assurances of compliance with the provisions of this tariff. This includes on-site verification reviews at the CMRs provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRs provider and terminated to the Company. The CMRs provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.
- 3.7.8 If the CMRs provider fails to comply with any of the terms and conditions of this tariff, including any payments to be made by it on the dates and times herein specified, the Company, may on five (5) day's written notice by Certified U.S. Mail to the CMRs provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CMRs provider at any time thereafter, or may discontinue the provision of the services to the non-complying CMRs provider at any time thereafter. In the case of such discontinuance, all applicable tariff charges shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LECs with whom the Company's network is connected.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

3.7 WIRELESS TERMINATION SERVICE (Cont'd.)

3.7.9 Rates and Charges

Rates for termination of IntraMTA Traffic  
per MOU: \$0.01

3.7.10 Default Factors

IntraMTA: 90%  
InterMTA: 10%  
  
Interstate / InterMTA: 100%  
Intrastate / InterMTA: 0%

3.8 PRESUBSCRIBED INTEREXCHANGE CARRIER CHARGE (PICC)

The Presubscribed Interexchange Carrier Charge (PICC) is a monthly charge imposed by the Company on IXC's for multi-line business, ISDN-PRI and T-1 Customers served by the Company who subscribe to the IXC's long distance service. For ISDN-PRI and T-1 Customers, the Company will assess five (5) PICC charges per circuit. An IXC selected by the Customer for both their interLATA and intraLATA long distance service will be subject to a single PICC per line. This charge will not be prorated for a partial month of service, is not subject to any discounting and does not contribute to any monthly minimums.

	<u>Monthly Recurring Charge</u>
Per presubscribed multi-line business Customer line	\$4.31
Per ISDN-PRI or T-1 facility	\$21.55
Per Centrex line	\$0.47

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**SECTION 4 - SPECIAL ARRANGEMENTS**

4.1 SPECIAL CONSTRUCTION

4.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of A, B and C above.

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**SECTION 4 - SPECIAL ARRANGEMENTS (CONT'D.)**

4.1 SPECIAL CONSTRUCTION (Cont'd.)

4.1.2 Termination Liability

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
  - 2. license preparation, processing, and related fees;
  - 3. tariff preparation, processing and related fees;
  - 4. cost of removal and restoration, where appropriate; and
  - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

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**SECTION 4 - SPECIAL ARRANGEMENTS (CONT'D.)**

**4.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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**SECTION 5 - MISCELLANEOUS CARRIER SERVICES**

This section sets forth the rules and charges associated with services provided to other carriers in addition to the access services discussed in preceding sections of this tariff.

This section clarifies and supplements the rules and procedures adopted by the Company for services provided to other carriers as referred to in existing interconnection agreements between the Company as well as any other tariff set forth by the Company or other carrier for the provisioning of telecommunications service to end user customers.

**5.1 ADMINISTRATIVE SERVICES**

**5.1.1 Power and Space Rentals**

The Company will assess a monthly recurring charge for rack space and equipment power utilized by other carriers.

Per Month, Per Premise\*\*:

\$280.70
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**5.1.2 Port Back Charges**

The Company will assess the following charges on a per line basis on other carriers for switching end user customers back to their network:

<u>Port Back Charges</u>	<u>Nonrecurring Charges, Per Line</u>
Springfield Markets	\$50.00
Worcester Markets	\$50.00

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**SECTION 6 – VoIP-PSTN TRAFFIC**

6.1 Identification and Rating of VoIP-PSTN Traffic

- 6.1.1 Scope - This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011), as Amended or Revised ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.
- 6.1.2 Rating of VoIP-PSTN Traffic - The Relevant VoIP-PSTN Traffic identified in accordance with this Section will be billed at rates equal to the lower of the tariffed rates for the Company's switched access services as described in Section 3.6 of this tariff or Section 3.8.1.B of the Company's FCC access services tariff. Consistent with the FCC Order, charges are assessed by the Company for services provided by the Company and/or by any of its VoIP Provider Partner(s).
- 6.1.3 Calculation and Application of Percent-VoIP-Usage Factor – the Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer.

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**SECTION 6 – VoIP-PSTN TRAFFIC**

6.1 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

6.1.3 Calculation and Application of Percent-VoIP-Usage Factor (Cont'd.)

The PVU for traffic will be derived and applied as follows:

- A. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate and interstate access MOU for traffic that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information consistent with the FCC Order.
- B. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU for traffic in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information consistent with the FCC Order.
- C. The Company will use the PVU-A and PVU-B factors to calculate an over-all PVU factor that represents the percentage of total access MOU for service exchanged between the Company and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

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**SECTION 6 – VOIP-PSTN TRAFFIC (CONT'D.)**

6.1 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

6.1.3 Calculation and Application of Percent-VoIP-Usage Factor (Cont'd.)

- D. The Company will apply the over-all PVU factor to the total service intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs for service.

Examples for PVU Factor Calculations:  
(The calculation elements in these examples are generic.)

Example 1: The PVU-B is 10% and the PVU-A is 40%. The over-all PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's intrastate access MOU as VoIP-PSTN Traffic, pursuant to this Section of this Tariff.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The over-all PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . The Company will bill 10% of the Customer's intrastate access MOU as VoIP-PSTN Traffic, pursuant to this Section of this Tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the over-all PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU as VoIP-PSTN Traffic, pursuant to this Section of this Tariff.

Use of Default Percentages - Company

Where the Company's PVU-B is equal to the percentage of VoIP subscribers in the state based on the FCC's *Local Competition Report*, as released periodically, as set forth in paragraph 963 of the FCC Order (the "Default Percentage"), and the Customer's PVU-A is also equal to the Default Percentage, the PVU factor applicable to traffic exchanged between the Company and the Customer shall be the Default Percentage.

Default PVU Factors - Customer

If the Customer does not furnish the Company with a PVU factor pursuant to the preceding paragraph 6.1.3.A of this Section, the Company will utilize a PVU equal to the Company's PVU-B factor.

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**SECTION 6 – VOIP-PSTN TRAFFIC (CONT'D.)**

6.1 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

- 6.1.4 Initial PVU Factors - If the PVU factors are not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factors are available and can be implemented the Company will adjust the Customer's bills to reflect the PVUs retroactively to January 1, 2012. In calculating the initial PVUs, the Company will take the Customer-specified PVU-A into account retroactively to January 1, 2012, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-B, as specified in subsection 6.1.3.B, above.
- 6.1.5 PVU Factor Updates - The Customer may update the PVU-A factor quarterly using the method set forth in subsection 6.1.3.A, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.
- 6.1.6 PVU Factor Verification - Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factor.