

LIGHTSHIP TELECOM, LLC.
d/b/a One Communications

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES WITHIN
THE COMMONWEALTH OF MASSACHUSETTS

This Tariff applies to the Local Exchange Telecommunications Services furnished by Lightship Telecom, LLC. d/b/a ONE Communications ("Company" or "The Company"), between one or more points in the Commonwealth of Massachusetts. This Tariff is on file with the Massachusetts Department of Telecommunications & Energy ("DTE") and copies may be inspected during normal business hours at Company's principal place of business, 220 Bear Hill Road, Waltham, MA 02451.

Issued: August 1, 2006

Effective: September 1, 2006

Issued By: Pamela L. Hintz,
Vice President of Regulatory Compliance
220 Bear Hill Road
Waltham, MA 02451

CHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	First *	25	Original	48	Original
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23	Original	47	Original	70	Original
24	Original				

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**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text.
N	To signify new rate or regulation.
R	To signify reduced rate.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.
Z	To signify a correction.

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Department. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Department follows in their tariff approval process, the most current sheet number on file with the Department is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Department, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Department.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by The Company to business and residential customers within the local exchange service area defined within.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Advance Payment: Part or all of a payment required before the start of service.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communications Services: The Company's intrastate toll and local exchange telephone services offered for both intraLATA and interLATA use.

Company: Lightship Telecom, LLC. d/b/a ONE Communications, the issuer of this tariff.

Company Point of Connection: For purposes of this tariff the Company Point of Connection is the point of interconnection between Customer owned or leased facilities and equipment and Company owned or leased facilities and equipment, which point of connection links the Customer's owned or leased equipment to the Underlying Carrier's switched local exchange or Company owned or leased dedicated lines which are connected to the switched local exchange area or to other Company owned or leased equipment.

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

Department: The Massachusetts Department of Telecommunications and Energy ("DTE").

Facilities: Equipment and/or machinery owned or leased by the Company, or utilized by a wholesaler in providing the service that the Company resells used in the provision of the services.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

DEFINITIONS (CONT'D)

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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

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

Underlying Carrier: Bell Atlantic-Massachusetts, NYNEX, **and/or any other local exchange carriers** that are not now, or cease to be, subject to competitive protection as a small or rural **local exchange carrier** pursuant to 47 USC § 251(f) with whom the Company enters into contracts to provide telecommunications services.

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

REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish one-way and/or two-way local exchange and exchange access telecommunications services between points within the Commonwealth of Massachusetts. Services are offered subject to the availability of services for resale or of facilities, and the terms and conditions of this tariff. Initially, the Company will resell the telecommunications services of the Underlying Carriers subject to these terms and conditions.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that may purchase access to Company facilities in order to originate or terminate its own services, or to communicate with its own customers.

REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of facilities that may be offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.2 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 including the Underlying Carriers to furnish service from time to time as required at the sole discretion of the Company.

REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.4 In any action between the parties to enforce any provision to this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.5 Service may be terminated upon written notice to the Customer if:

- A. the Customer is using the service in violation of this tariff; or
- B. the Customer is using the service in violation of the law.

2.1.3.6 This tariff shall be interpreted and governed by the laws of the Commonwealth of Massachusetts without regard to its choice of laws provision.

2.1.3.7 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

2.1.3.8 To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its 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 or omissions, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, the acts or omissions or negligence, except for willful neglect or willful default of the Company's employees or agents.

2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers except where contracted by the Company.

2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any 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 reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.

2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.4.7 The Company shall not be liable for 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.

REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 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.

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

REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from equipment damage, notification to the Customer may not be possible.

REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer except as provided by contract.

2.1.6.2 The Company shall use reasonable efforts to maintain the facilities and equipment that it may furnish to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time without altering significantly the technical parameters of the service provided to the Customer.

2.1.6.4 Equipment the Company may provide or install at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment was intended.

2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer.

REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.6 The Company shall not be responsible for the installation, operation, performance or maintenance of any communications equipment provided by the Customer or the Underlying Carrier.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. 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.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff, if any, remains in the Company, its agents or contractors.

REGULATIONS (CONT'D)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Department regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- 2.3.1.1 the payment of all applicable charges pursuant to this tariff;
- 2.3.1.2 damage to or loss of the Company's facilities caused by the acts or omissions of the Customer; the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.3.1.4 any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of facilities or the Company's provision of services. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

2.3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining facilities and equipment, if any. The Customer may be required to install and maintain facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

2.3.1.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be reasonably required with respect to the Company's provision of service; and

2.3.1.7 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against:

2.3.2.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.3.2.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's facilities but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company facilities is compatible with such facilities. The magnitude and character of the voltages and currents impressed on Company facilities by the connection, operation, or maintenance of such facilities shall be such as not to cause damage to the Company facilities or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the facilities of others shall be provided at the Customer's expense subject to the Customer's approval.

2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in 47 C.F.R. § 69.2(m).

REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

REGULATIONS (CONT'D)

2.5 Payment Arrangements

The Company will comply with the Billing and Termination Rules as set forth in DPU 18448.

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.5.2 Billing and Collection of Charges

2.5.2.1 Non-recurring charges are due and payable from the Customer within 30 days after the invoice date.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. Usage charges will be billed after the month in which the charges are incurred. Charges will be due and payable within 30 days after the invoice date.

2.5.2.3 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 rate basis. For this purpose, every month is considered to have 30 days.

REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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.

2.5.2.5 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 receipt, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5% per month.

REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment. The advance payment will not exceed an amount equal to the non-recurring charges for the service or facility. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

2.5.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- A. two month's charges for a service or facility which has a minimum payment period of one month; or
- B. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that the termination charge is applicable.

The deposit requirement for a residential customer will not exceed \$50.00

2.5.4.2 A deposit may be required in addition to an advance payment.

2.5.4.3 When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will refund the deposit or credit it to the Customer's account. Deposits will be refunded with interest after one year of satisfactory credit has been established.

2.5.4.4 Deposits held will accrue interest at a rate calculated in conformance with 220 CMR 26.09.

REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving fifteen (15) days prior written notice to the Customer, followed by a second written notice five (5) days prior to the discontinuance, discontinue or suspend service without incurring any liability.

2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.5.5.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

2.5.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices.

2.5.9 Disputed Bills

The Customer shall notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. Customer has the option to address concerns with the Massachusetts Department of Telecommunications and Energy at:

Massachusetts Department of Telecommunications and Energy
One South Station
Boston, Massachusetts 02110

Or the Customer may reach the Company through its Consumer Assistance Hotline at: (800) 875-9235.

REGULATIONS (CONT'D)

2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities of underlying carriers or the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

REGULATIONS (CONT'D)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 A credit allowance will be given for interruptions of 30 minutes or more.
Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/8 Day
3 hours up to but not including 6 hours	1/4 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one cumulative interruption.

REGULATIONS (CONT'D)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 (Cont'd)

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

REGULATIONS (CONT'D)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

2.6.2.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers;

2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment;

2.6.2.4 interruptions of service during any period in which the Company or its representatives is not given full and free access to its facilities for the purpose of investigating and correcting interruptions;

2.6.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

2.6.2.6 interruptions of service during any period when the Customer has released the Company's facilities to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and

2.6.2.7 interruption of service due to circumstances or causes beyond the reasonable control of Company.

REGULATIONS (CONT'D)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

REGULATIONS (CONT'D)

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be jointly and severally responsible for the payment of the charges billed to it.

REGULATIONS (CONT'D)

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonably incurred in connection with:

- 2.8.1 all Non-Recurring charges reasonably expended by the Company to establish service to the Customer, plus
- 2.8.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- 2.8.3 all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

REGULATIONS (CONT'D)

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

REGULATIONS (CONT'D)

2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

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

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the network receives an off-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local time.

APPLICATION OF RATES (CONT'D)

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

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

APPLICATION OF RATES (CONT'D)

3.3 Rates Based Upon Distance (Cont'd)

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

3.3.2.1 Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.

3.3.2.2 Compute the difference between the "V" coordinates of the two rate centers and the difference between the two "H" coordinates.

3.3.2.3 Square each difference obtained in step 3.3.2.2 above.

3.3.2.4 Add the square of the "V" difference and the square of the "H" difference obtained in step 3.3.2.3 above.

3.3.2.5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

3.3.2.6 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.3.2.7 FORMULA =

EXCHANGE SERVICE AREAS

4.1 **Basic Local Exchange Service**

4.1.1 **Service Areas and Rate Groups**

The Company's exchange areas, rate groups, and local calling areas are identical to those defined in the tariffs of the incumbent local exchange company serving each exchange area.

The Company provides service in the exchange areas served by the following local exchange companies:

Bell Atlantic-Massachusetts (Tariff No. 10)

LOCAL EXCHANGE SERVICE

5.1 **Types of Services Offered**

This section of the tariff contains a general description of the services offered by the Company and the rates applicable to each service. The Company provides telephonic-quality voice transmission services that enable Users to communicate on a real-time basis between points within local calling areas in the Commonwealth of Massachusetts. Services may be performed by resale of services and facilities provided by other telephone companies.

5.2 **Basic Local Exchange Service**

Basic Local Exchange Service provides a Customer with a Connection to the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the operator services of the Underlying Carrier and the Company's business office for service related assistance; access (at no additional charge) to toll-free telecommunications services such as 800 NPA; and access (at no additional charge) to 9-1-1 service for emergency calling.

Basic Local Exchange Service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900 NXX, and NPA 700 NXX, etc.). Calls to other numbers used for caller-paid information services will be blocked free of charge.

LOCAL EXCHANGE SERVICE (CONT'D)

5.3 **Emergency Services**

911 Service is an arrangement of central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. No charge applies for calls to the 911 number.

911 services will be furnished through an arrangement with the Underlying Carrier as part of the basic local service package offered to customers.

5.4 **Telecommunications Relay Service (TRS)**

The Company will provide access to a telephone relay service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech.

LOCAL EXCHANGE SERVICE (CONT'D)

5.5 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number^{1/} in the directory(ies) published by the Underlying Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

Each Additional Listing:	
Business	\$1.73
Residence	\$1.73
Non-Published Listing:	
Business	\$1.90
Residence	\$1.90
Non-Directory Listing Service:	
Business	\$1.13
Residence	\$1.13

^{1/} For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

BASIC EXCHANGE SERVICE

6.1 Basic Exchange Service

6.1.1 Description

Exchange Service is the furnishing of central office line facilities to provide for telephone communications within the local service calling area on a measured or unlimited service basis in accordance with the rates and regulations set forth below.

6.1.2 Rates

Exchange Service Category

Residential Dial Tone

Residential dial tone services along with value added features are not available to Residential users at this time.

Business Line Services and Value Add Features
Dial Tone Lines Unmeasured Exchange Rates

	Monthly Rate	Installation/line
617/508 Business	\$39.77	\$51.50
413 Business	\$39.77	\$51.50
Touch Tone per line	\$1.46	

NOTE: Unmeasured Exchange lines are available ONLY in those exchanges as outlined in the incumbent local provider's tariff (Bell Atlantic) Part-a Section-6.2.7.

BASIC EXCHANGE SERVICE (CONT'D)

6.1 Basic Exchange Service (Cont'd)

6.1.2 Rates (Cont'd)

Dial Tone Line Measured Exchange Rates

<u>Rate Element</u>	<u>Monthly Rate</u>	<u>Install/line</u>
Residence - monthly	\$9.91	\$51.50
Business - monthly	\$13.00	\$51.50
Account Establishment set-up fee per location	\$41.50	
Local Message - 617/508 LATA	<u>Per Msg</u>	<u>Per Minute</u>
Residence - Zone 1 exchanges	\$0.01	\$0.016
Residence - Zone 2 exchanges	\$0.01	\$0.035
Business - Zone 1 exchanges	\$0.028	\$0.016
Business - Zone 2 exchanges	\$0.01	\$0.035
Local Message - 413 LATA		
Residence - per message	\$0.01	
Business - per message	\$0.01	
Peak - per minute		\$0.016
Off-peak - per minute		\$0.008

BASIC EXCHANGE SERVICE (CONT'D)

6.2 Measured Service

New Bedford Exchange ONLY

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Low Use	Residence - Monthly	\$11.41
	Residence - Monthly Local Usage Allowance	\$1.75
Standard	Residence - Monthly	\$13.35
	Residence - Monthly Local Usage Allowance	\$4.25
	Business - Monthly	\$21.32
	Business - Monthly Local Usage Allowance	\$5.60
Local Usage	Call Establishment - per message	\$0.05
	Connection - per minute or fraction thereof	\$0.04

Winchester Exchange ONLY

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Exchange Rate	Business-Monthly Includes 250 Messages	\$37.61
	Additional Message Unit Charge over 250	\$.1109
	Additional Message Units Charge over 550	\$.887

6.3 PBX Trunk Lines

PBX Trunk Line service mirrors the incumbent local exchange carrier (Bell Atlantic) tariff rates.

One-Time Installation per account	\$45.00
Per Trunk Line Monthly	\$46.99

6.4 Centrex Services

Centrex service will be provisioned via available services from the incumbent local exchange carrier (Bell Atlantic). Rates will mirror the Bell Atlantic tariff and will be quoted per location.

BASIC EXCHANGE SERVICE (CONT'D)

6.5 Point-to-Point

Point-to-Point services are mileage sensitive and is based on the exchange between the two facilities or business locations. Each required circuit will be quoted on a case by case basis following the Bell Atlantic tariff rates in Part-M Section-1.

6.6 Foreign Exchange Line Service

Foreign Line service is provided via the incumbent local exchange carrier (Bell Atlantic). Rates for this service will mirror the Bell Atlantic tariff in Part-M Section-1.

6.7 Flex Path and DID/DOD Services

FlexPath and DID/DOD services will mirror the incumbent Local Exchange carrier (BellAtlantic). Rates for this service will mirror the Bell Atlantic tariff in Part-M Section-1.

6.8 Remote Line Service

Monthly Per Line Fee	\$16.97
Installation per Line	\$45.00

6.9 Line Hunting Services

Circular Line Hunting	\$0.00
Stop Hunting Per Arrangement	\$5.29
Make Busy Per Arrangement	\$5.29

MISCELLANEOUS SERVICES

7.1 Operator Services

7.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided services.

7.1.2 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated thirty-party station.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card or Commercial Credit Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier or commercial credit card.

MISCELLANEOUS SERVICES (CONT'D)

7.1 Operator Services (Cont'd)

7.1.3 Rates

Local exchange, IntraLATA, and InterLATA calls may be placed on an Operator Assisted basis. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in the following sections will apply in addition to any applicable Operator charges.

The following operator-assisted charges will apply, in addition to certain usage charges

	<u>Per Call Charges</u>
Customer Dialed - Calling Card	\$0.44
Customer Dialed - Collect and Bill to Third Number	\$1.00
Customer Dialed - Collect and Bill to Third Number Mechanized	\$0.46
Customer Dialed - Person-to-Person	\$2.63
Operator Dialed - Calling Card	\$1.05
Operator Dialed - Collect and Bill to Third Number	\$1.50
Operator Dialed - Person-to-Person	\$3.16
Operator Dialed - Station-to-Station	\$1.50
Operator Call Completion	\$0.35
Busy Line Verification	\$1.05
Busy Line Interrupt (w/ verification)	\$2.10

MISCELLANEOUS SERVICES (CONT'D)

7.2 Directory Assistance

7.2.1 Description

Customers and Users of the Company's calling services (excluding 800 services), may obtain directory assistance in determining telephone numbers within Massachusetts by calling the Directory Assistance operator.

7.2.2 Rates

7.2.2.1 Assistance charges apply for all requests for which the Company's services are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

Directly dialed directory assistance calls in excess of the 10 call allowance, per line	
Per Number Requested	\$1.25 (I)

7.2.2.2 A credit will be given for calls to Directory Assistance when:

- The Customer experiences poor transmission or is cut-off during the call,
- The Customer is given an incorrect telephone number, or
- Residential customers may make six free calls per month.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experience

MISCELLANEOUS SERVICES (CONT'D)

7.3 **Service Establishment**

7.3.1 **Description**

Absent a promotional offering, service establishment charges will apply to new service orders or to orders to change existing service.

7.3.2 **Rates**

	<u>Non-Recurring</u>	
Per Service Order		
Residence -	\$49.50	(I)
Business -	\$49.50	(I)
Increase/Decrease Data Bandwidth	\$49.50	(N)

7.4 **Restoration of Service**

7.4.1 **Description**

A restoral charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoral charge does not apply when, after disconnection of service, service is later re-established.

7.4.2 **Rates**

	<u>Non-Recurring</u>	
Per Occasion		
Residence -	\$19.40	
Business -	\$23.19	

MISCELLANEOUS SERVICES (CONT'D)

7.5 **Temporary Suspension of Service**

7.5.1 **Description**

Temporary suspension of service is an arrangement whereby service is made inoperative for a temporary period at the request of the customer.

7.5.2 **Rates**

Reconnection of Service

Residence -	\$16.18
Business -	\$31.82

7.6 **Custom Calling Service**

Custom Calling services are available to one-party residence or business customers served by suitably equipped central offices to the extent that existing facilities are available.

7.6.1 **Description**

Following are features which comprise Custom Calling.

- A. Call Waiting signals a customer talking on the line that another call has been placed to the line. The customer may answer the second call and alternate between the calls by manipulating the switchhook.
- B. Call Forwarding permits the customer to forward all incoming calls to another pre-selected telephone number. The customer activates the service by dialing a code and the telephone number of the line to which the calls are to be forwarded. No assurance can be given that transmission will be fully satisfactory during Call Forwarding calls.

MISCELLANEOUS SERVICES (CONT'D)

7.6 Custom Calling Service (Cont'd)

7.6.1 Description (Cont'd)

- C. Call Forwarding II provides for the automatic routing of incoming calls to a pre-selected telephone number when the called telephone number is busy and/or does not answer within a determined number of rings. When Call Forwarding II Custom Calling service is provisioned in a 1A ESS central office, the pre-selected forwarded to telephone number must be within the same central office control group. No assurance can be given that transmission will be fully satisfactory during Call Forwarding II service calls.

1. Options

Call Forwarding Busy Line is not provided on a line equipped with Call Waiting Custom Calling.

Call Forwarding Busy Line/ Does Not Answer is not provided on a line equipped with Call Waiting Custom Calling.

- D. Three-Way Calling enables a customer to establish talking connection involving the customer and two other parties. The customer, by switchhook operation, is able to place an existing call on hold and dial the telephone number of a third-party. No assurance can be given that transmission will be fully satisfactory during Three Way Calling calls.
- E. Speed Dialing 8 Codes allows a customer to call a pre-designated seven or ten-digit telephone number by dialing a one-digit code. A maximum of eight pre-designated telephone numbers can be stored.
- F. Speed Dialing 30 Codes allows a customer to call a pre-designated seven or ten-digit telephone number by dialing a two-digit code. A maximum of 30 pre-designated telephone numbers can be stored.

MISCELLANEOUS SERVICES (CONT'D)

7.6 Custom Calling Service (Cont'd)

7.6.2 Rates

	<u>Monthly - Each Line Equipped</u>
Call Waiting	
Residence	\$2.79
Business	\$5.40
Call Forwarding	
Residence	\$2.57
Business	\$5.09
Call Forwarding II	
Busy Line	
Residence	\$1.35
Business	\$2.75
Does Not Answer	
Residence	\$1.35
Business	\$2.75
Busy Line/Does Not Answer	
Residence	\$2.00
Business	\$4.00
Three Way Calling	
Residence	\$3.15
Business	\$5.09
Speed Dialing - 8 code	
Residence	\$2.10
Business	\$4.12
Speed Dialing - 30 Code	
Residence	\$4.12
Business	\$6.21
Custom Calling Package Discount (applicable to each service excluding the first one)	
Residence	\$0.59
Business	\$1.22

MISCELLANEOUS SERVICES (CONT'D)

7.6 **Custom Calling Service (Cont'd)**

The following PhoneSmart Features are on a per line monthly basis

Call Return (*69)	\$2.35 (or \$.54 per activation)
Anonymous Call Rejection	\$3.00
Call Trace per Activation	\$3.45
Call Trace Preparation Charge	\$5.00
Caller ID	\$5.40
Caller ID with Name	\$6.10
Caller ID Manager (transfer of caller)	\$5.40
Caller ID with Name Manager	\$6.10
Call Waiting ID	\$5.40
Call Waiting with ID w/ Name	\$6.10
Repeat Dialing	\$2.35 (or \$.54 per activation)

MISCELLANEOUS SERVICES (CONT'D)

7.7 Moves, Changes or Rearrangement of Service

7.7.1 Description of Service

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

7.7.2 Rates

Per Occurrence: \$49.50

MISCELLANEOUS SERVICES (CONT'D)

7.8 Lightship Conference Calling

7.8.1 Description

Lightship Conference Calling connects as many as 100 callers simultaneously. Participants join a Conference by dialing a toll-free number or a local number within Massachusetts, New Hampshire, Maine and Vermont. These Local Access Numbers are listed at www.lightship.net. Rates for Lightship Conference Calling are in addition to applicable local or toll telephone charges for the call to the conference number.

7.8.2 Rates

Local access number, per minute	\$0.12
Toll-free access number, per minute	\$0.18

MISCELLANEOUS SERVICES (CONT'D)

7.9 **Maintenance Fees**

7.9.1 **Schedule I**

Add or Remove NAT	\$34.75
Change Telephone Number(s)	\$34.75
Change Due Date	\$34.75
Restore Service After Settlement of Non-payment	\$34.75

7.9.2 **Schedule II**

Static Mapping	\$19.80
Add Line(s) or Trunk(s)	\$19.80
Change Class of Service (Measured to Unmeasured or Vice Versa)	\$19.80
Add or Change Directory Listing	\$19.80
Change Ring From/ Ring to Toll Free Number(s)	\$19.80
Move, Change, or rearrange Any Voice Mailbox(es)	\$19.80

MISCELLANEOUS SERVICES (CONT'D)

7.9 Maintenance Fees

7.9.3 Schedule III

Add, Move, Change, or Rearrange Account Code(s)	\$9.75
Add, Move, Change, or Rearrange Feature(s)	\$9.75
Add or Change Line Restriction(s)	\$9.75

MISCELLANEOUS SERVICES (CONT'D)

7.10 E-911 Surcharge

A surcharge of \$0.85 will be applied to all wireline business and residential voice grade lines.

SPECIAL ARRANGEMENTS

8.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

SPECIAL ARRANGEMENTS (CONT'D)

8.2 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges to introduce present or potential Customers to a service not previously received by the Customers. All such programs will be subject to the approval of the Massachusetts Department of Telecommunications and Energy.

8.3 Term Plan and Multi Service Discounts

When a customer chooses multiple services i.e. local dial-tone services, in-state toll service or internet service, along with a term commitment, they will receive the following discounts on all services, not to include, directory assistance calls, operator assisted calls, one time installation or set-up fees, taxes or FCC line fees.

	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
One Service	4%	6%	8%
Two Service	6%	8%	10%
Three Services	8%	10%	12%