This Revised Title Page reflects a change in the Company name from Conversent Communications of Massachusetts, Inc. to

Conversent Communications of Massachusetts, Inc.

COMPETITIVE

GENERAL EXCHANGE AND ACCESS CARRIER

SERVICES

OF

Conversent Communications of Massachusetts, Inc.

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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Issued: February 27, 2008 Issued By:

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

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate common carrier communications services by Conversent Communications of Massachusetts, Inc., , within the state of Massachusetts. The Company offers service to Business Customers only.

Conversent Communications of Massachusetts, Inc. will provide intrastate service throughout the state of Massachusetts in areas currently served by the following Incumbent Local Exchange Companies:

(1) Bell Atlantic - Massachusetts

EXPLANATION OF SYMBOLS. REFERENCES 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 term or condition.
- D To signify discontinued rate or term or condition.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or term or condition.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or term or condition.

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below:

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

<u>Aggregator</u>: A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

<u>Alternate Access</u>: The connection between a Customer premises and a Company Point of Presence whereas; the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service.

<u>Authorization Code:</u> A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the company's network to identify the caller and validate the caller's authorization to use the services provided.

<u>Authorized User:</u> A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts of omissions, to use local exchange telephone service.

Bit: The smallest unit of information in the binary system of notation.

<u>Business Customer:</u> Customers who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location or if the access line has a business directory listing.

<u>Call Back/Camp On:</u> Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

<u>Call Forwarding Busy:</u> Automatically routes incoming calls to a designated answering point when the called line is busy.

<u>Call Forwarding Don't Answer:</u> Automatically routes incoming calls to a designated answering point when the called line in not answered after a preset number of rings.

<u>Call Forwarding Variable:</u> Automatically routes incoming calls to a designated answering point, regardless of whether the User's Station is idle or busy.

<u>Call Hold:</u> Allows the user to hold one call for any length of time provided that neither party goes On Hook.

<u>Call Park</u>: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer defined telephone numbers.

<u>Call Trace</u>: Allows the customer to dial a code to automatically request a record of the caller's originating telephone number, the date, and time of the call, as well as the date and time of the customer initiated trace. The information is stored and disclosed only to a law enforcement agency for investigation purposes. The customer does not receive any information regarding the origination of the calls.

<u>Call Transfer/Consultation/Conference:</u> Provides the capability to transfer or add a third party, using the same line.

<u>Call Waiting:</u> Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

<u>Call Waiting Cancel:</u> Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

<u>Caller ID:</u> Identifies the ten (10) digit number of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their number by dialing a code prior to placing the call.

<u>Caller ID Blocking</u>: Blocks the delivery of the number to the called party on a per call basis. Can either be "selective" or "complete".

Commission: Massachusetts Public Service Commission.

<u>Communications Services:</u> The Company's local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: Conversent Communications of Massachusetts, Inc., issuer of this tariff.

<u>Completed Call:</u> A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within (Massachusetts), and the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

<u>Conference/Six-Way:</u> The User can sequentially call up to five other people and add them together to make up a six-way call.

<u>Constructive Order</u>: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

<u>Customer:</u> The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff terms and conditions.

<u>Customer Group Dialing Plan:</u> A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

<u>Dedicated</u>: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

<u>Deny Terminating:</u> Allows customer to automatically block incoming calls from up to 10 customer preselected telephone numbers (including numbers from which a customer has just received a call). Callers whose numbers have been blocked will hear a recorded message.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

<u>Direct Inward Dialing (DID):</u> A service attribute that routes incoming calls directly to Station, bypassing a central answering point.

<u>Distinctive Ringing:</u> Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the "master" number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

<u>Do Not Disturb:</u> Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency (DTMF): The pulse type employed by tone dial Station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

<u>Exchange Carrier</u>: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

<u>Holidays:</u> New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

<u>Hunting:</u>

Sequential Hunting: A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy.

Circular Hunting: A hunting arrangement similar to sequential hunting except, if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

<u>In-Only:</u> A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

<u>Individual Case Basis</u>: A service arrangement in which the terms and conditions, rates and charges are developed based on the specific circumstances of the Customer's situation.

<u>Inter-MTA Traffic</u>: Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

<u>Intra-MTA Traffic</u>: Wireless traffic originating on the network of a CMRS provider within an MTA and terminating to the Company's end-user subscribers in the same MTA

<u>Joint User:</u> A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, denotes thousands of bits per second.

<u>Last Number Redial:</u> Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

<u>LATA:</u> A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

<u>Least Idle Trunk Selection (LIDL)</u>: LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

<u>Local Calling:</u> A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier (LEC): A company which furnishes exchange telephone service.

<u>Long Distance Account Codes</u>: Allows the customer to assign codes to employees, probe - , casts, or department to track long distance usage and allocate charges. The customer is offered the option non-verified or verified codes.

<u>Mbps:</u> Megabits, denotes millions of bits per second.

<u>Message Waiting:</u> This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

<u>Most Idle Trunk Selection (MIDL)</u>: MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

<u>Multiple Appearance Directory Numbers:</u> A directory number that is assigned more than once to one or more Proprietary Business Sets.

<u>Multi-Frequency ("MF")</u>: An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

<u>Node</u>: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

<u>Non-Recurring Charges:</u> The one-time charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service Order is executed.

<u>North American Dialing Plan</u>: Consists of the continental United States, Alaska, Hawaii, Canada, and those parts of Mexico in the 903 Area Code, Bermuda, Puerto Rico, the Virgin Islands, and other Caribbean Islands in the 908 Area Code.

<u>Off-Hook:</u> The term "off-hook" denotes the active condition of a telephone exchange service line.

Off-Net: The term "Off-Net" denotes that the service is available on a resale basis.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

<u>On-Net</u>: The term "On-Net" denotes that the service is available only within specified calling areas and provided directly through the Company's facilities.

<u>PBX:</u> A Private Branch Exchange System which is an arrangement of switching equipment, consisting of a manually operated attendant position or console, or dial switching apparatus, or both, with connecting central office and PBX telephone land lines.

<u>PIN:</u> Personal Identification Number. See Authorization Code.

* Changes indicated on this page are to be implemented effective March 5, 2003.

<u>Point to Point Service</u>: Point to Point Service is an unswitched full time transmission service utilizing the company's facilities to connect two or more Customer designated locations.

<u>Presubscription - 2:</u> An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll Calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

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

<u>Regular Business Hours:</u> 8:00 am through 5:00 p.m., Monday through Friday, excluding defined Holidays.

<u>Remote Access to Call Forwarding:</u> Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch Tone phone.

<u>Service Agreement:</u> Request for local exchange services executed by the Customer and the Company in a format specified by the Company for term, or period of time, as specified in the agreement. The request of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

<u>Service Commencement Date:</u> The fist 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 for this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

<u>Services:</u> The Company's telecommunications services offered on the Company's network.

<u>Shared Facilities:</u> A facility or equipment system or subsystem which can be used simultaneously by several Customers.

<u>Speed Call:</u> Provides a User with the option to call selected directory numbers by dialing a one or two digit code.

<u>Speed Dialing:</u> Allows a subscriber to establish a speed calling list, which associates telephone numbers with a unique I-digit and/or 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. This feature is available as an eight code list or thirty code list. Code lists may include local and/or toll telephone numbers.

Station: Telephone equipment from or to which calls are placed.

<u>Three-Way Calling:</u> Allow a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

<u>Trunk:</u> A communications path connecting two switching systems in a network, used in the establishment of an end to end connection.

<u>User:</u> A customer or any other person authorized by the Customer to use service provided under this tariff.

<u>Voice Data Protection:</u> Prevents data calls from being interrupted by call waiting tones, testing, or busy verification attempts.

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

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2.1 Undertaking of the Company

The Company undertakes to furnish communications service to Business Customers in connection with one-way and/or two-way information transmission between points within the state of Massachusetts under the terms of this tariff. Services for communications are available twenty-four (24) hours per day, seven (7) days per week.

Customers 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 herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.1 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited. 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 Limitations

2.2.1 Shortage of Equipment Facilities

- .1 The Company reserves the right to limit or 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.
- .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, from time to time, to furnish service as required at the sole discretion of the Company.
- .3 The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

2.2 Limitations, (Cont'd.)

- **2.2.2** The Company provides service to Business Customers.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- **2.2.4** This tariff shall be interpreted and governed by the laws of Massachusetts without regard for Massachusetts's choice of laws provisions.
- **2.2.5** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- **2.2.6** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central of flee designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- **2.2.7** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers 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 judgement.
- **2.2.8** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- **2.2.9** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Liability of the Company

- 2.3.1 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, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. 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, or the acts or omissions or negligence of the Company's employees or agents.
- **2.3.2** The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- **2.3.3** 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, rule, regulation, direction, action or request of the government or of any other government, including Massachusetts 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, Massachusetts, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

- **2.3.4** The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- **2.3.5** 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.
- **2.3.6** The Customer shall indemnify and hold 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, condition, location or use of any installation provided by the Company. The Company reserves 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.
- **2.3.7** The Company shall not be 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 gross negligence or willful misconduct of the Company's agents or employees. No agents of employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.3.8 Notwithstanding the Customer's obligations as set forth in this tariff, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and -all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

- **2.3.9** The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- **2.3.10** The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- **2.3.11** The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- **2.3.12** The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, 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, locations or use of service furnished by the Company at such locations.

- The Company shall not be liable for the Customer's failure to fulfill its obligations to 2.3.13 take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6. following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- **2.3.14** With respect to Emergency Number 911 and Enhanced 911 (E911) Service:
 - .1 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

- **2.3.14** With respect to Emergency Number 911 and Enhanced 911 (E911) Service, (Cont'd.):
 - .2 Neither is the company responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 or E911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 or E911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.
- **2.3.15** With respect to errors or omissions in Directory Listings:
 - .1 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
 - .2 In conjunction with a nonpublished telephone number, as described in Paragraph 2.3.15.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
 - .3 When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 or E911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.3 Liability of the Company, (Cont'd.)

- **2.3.16** In Conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.6.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- **2.3.17** The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- **2.3.18** Any provisions that limit liability or damages do not apply to the extent they conflict with Commission rules.

2.4 Undertaking of the Company

2.4.1 Service may be initiated based on a written or verbal agreement between the Company and the Customer.

2.4.2 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 preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with Customers to determine their reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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

2.4.3 **Provision of Equipment and Facilities**

- .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 terms and conditions contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for delays that are beyond the control of the Company in commencing service to any Customer.
- .2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- .3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- .4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission: or
 - (b) the reception of signals by Customer-provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

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

2.4.4 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.

2.4.5 Ownership of Facilities

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

2.5 Assignment or Transfer

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 express 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. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to such permitted transferees or assignees, as well as all conditions of service.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. The right is reserved to require a minimum charge in excess of one months service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month are a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

2.7 Obligations of the Customer

- **2.7.1 General** The Customer shall be responsible for:
 - .1 the payment of all applicable charges pursuant to this tariff;
 - .2 reimbursing the Company for damage to, or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these terms and conditions; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
 - .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, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
 - .4 obtaining, maintaining, and otherwise having full responsibility for all rights-ofway and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.4. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

2.7 Obligations of the Customer, (Cont'd.)

- 2.7.1 General, (Cont'd.)
 - .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 the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion injury or damage to the Company's 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:
 - .6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as Massachusetts herein, removing the facilities or equipment of the Company;
 - .7 not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
 - .8 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.7 Obligations of the Customer, (Cont'd.)

2.7.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

- .1 any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, 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 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 the Customer and the Company.
- **.3** Any provisions that limit liability or damages do not apply to the extent they conflict with Commission rules.

2.8 Customer Equipment and Channels

2.8.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

- .1 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment.
- .2 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.8 Customer Equipment and Channels, (Cont'd.)

2.8.2 Station Equipment

- .1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- .2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.8 Customer Equipment and Channels, (Cont'd.)

2.8.3 Interconnection of Facilities

- .1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- .2 Local 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.
- **.3** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

2.8.4 Inspections

- .1 Upon reasonable 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 Customerprovided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- .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, equipment, 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.9 Billing and Payment for Service

2.9.1 Responsibility for Charges

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users, including nonrecurring charges or service charges associated with service and facilities furnished. Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

In particular the Customer is responsible for any and all cost(s) incurred as the result of:

- .1 any delegation of authority resulting in the use of his or her communications equipment and / or network services which result in the placement of calls via the Company;
- **.2** any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- **.3** any calls placed by or through the Customer's equipment via any remote access feature(s);
- .4 any calls placed as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
- **.5** any and all calls placed to a toll free telephone number (e.g.: 800/888) provided to the Customer by the Company.

2.9 Billing and Payment for Service, (Cont'd.)

2.9.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- .1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt.
- **.2** The Company shall present bills for Recurring Charges monthly to the Customer, for the month which service is provided.
- .3 For new customers or existing customers whose service is disconnected, 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.

2.9.3 Late Payment Charge

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Massachusetts state law.

2.9.4 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

2.9 Billing and Payment for Service, (Cont'd.)

2.9.5 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill. Business Customers shall notify the Company of any disputed items on a bill within ninety (90) days after receipt of the bill. If the Business Customer has not disputed an item on a bill within ninety (90) days, the Customer will be deemed to have waived any claim for such item. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission 's rules of procedure.

- .1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- .2 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.9.6 Advance Payments

To safeguard its interests, the Company may require a new Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and two month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for up to a two month period. The Advance Payment will be credited to the Customer's initial bill.

2.9 Billing and Payment for Service, (Cont'd.)

2.9.7 Deposits

- .1 Applicants for service or existing Customers may be required to provide the Company a security deposit in an amount not to exceed two months estimated billings plus any applicable Non-Recurring Charges. Any request for deposit will be in compliance with Commission's Rules. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- .2 When a service or facility is discontinued, the amount of a deposit, if any, applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account.
- .3 Deposits held will accrue interest at the fixed rate specified by the Massachusetts Public Utilities Commission. Interest is credited to the customer annually, and upon termination of the service, or upon return of the deposit by the Company.
- .4 Deposits will be refunded or released within thirty (30) days after disconnection of service or after twelve (12) months of service, whichever comes first, unless the Company has issued two or more terminating notices during the twelve (12) month period, or unless the Customer has not signed a Service Agreement and operates on a month-to-month basis.

2.10 Discontinuance of Service

Service continues to be provided until canceled by the Customer or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the company for charges due and owing for services) furnished during the time of or up to suspension or discontinuance.

- **2.10.1** Upon ten (10) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability:
 - .1 For nonpayment of any amounts owing to the Company;
 - **.2** For failure to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.
- **2.10.2** Upon thirty (30) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability for failure to comply with the Service Agreement or Company tariff.
- **2.10.3** 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 reasonable notice to the Customer, may discontinue or suspend service without incurring any liability.
- **2.10.4** Without prior notice and without incurring any liability the Company may discontinue the furnishing of any and/or all service(s) to a Customer:
 - .1 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary bankruptcy petition within the time permitted by law, the Company may, discontinue or suspend service as permitted by the Commission's rules, or by the bankruptcy court without incurring any liability.
 - .2 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
 - .3 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.10 Discontinuance of Service, (Cont'd.)

2.10.4 (Cont'd.)

- .4 For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to the provision of telecommunications service.
- **.5** For noncompliance with or violation of Commission regulation or Company rules and regulations on file with the Commission.
- .6 For reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
- **.7** In the event of tampering with the equipment or services owned by the Company or its agents.
- .8 In the event of Customer use of equipment or services in such a manner as to adversely affect the Company s equipment or the Company s service to others.
- **.9** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- .10 For unauthorized or unlawful use of Travel Card Service numbers and authorization Codes. Such numbers and codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- 2.10.5 Without prior notice and without incurring any liability the Company may discontinue the furnishing of any and/or all service(s) to a Customer to prevent or protect against fraud or otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.10.4 if:
 - .1 The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of common carrier communications services or its planned use of services; or
 - .2 The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services or its planned use of the Company's service(s); or

2.10 Discontinuance of Service, (Cont'd.)

2.10.5 (Cont'd.)

- .3 The Customer has been given written notice of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- .4 The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - 1. Using or attempt to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - 2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - 3. Any other fraudulent means or devices; or
 - 4. Use of service in such a manner as to interfere with the service of other users; or
 - 5. Use of service for unlawful purposes.

2.11 Allowances for Interruptions of Service

2.11.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. 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.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours. The credit allowance will be calculated in accordance with the rules and regulations set forth by the Commission.

2.11 Allowances for Interruptions of Service

2.11.2 Limitations on Allowances

No credit allowance will be made for:

- .1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other unaffiliated common carrier providing service connected to the service of Company;
- .2 interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other unaffiliated common carriers connected to the Company's facilities;
- .3 interruptions due to the failure or malfunction of equipment not owned by the Company or any affiliated interest;
- .4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- .5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- .6 interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;

2.11.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2.12 Cancellation of Service

2.12.1 Cancellation of Application for Service:

When a Customer cancels 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. The special charges described in this section will be calculated on a case by case basis.

- .1 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 of the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of service orders, 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 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, 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.

2.12 Cancellation of Service

2.12.2 Cancellation Prior to Expiration of Term

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 this Tariff), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within thirty (30) days all costs, fees and expenses incurred in connection with:

- .1 all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- .2 any disconnection, early cancellation or termination charges. reasonably incurred by the Company or paid to third parties by Company on behalf of Customer, as approved by the Massachusetts Public Utilities Commission for approval), plus
- **.3** all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current terms.

2.13 Continuation of Service

- 2.13.1 For Month-to-Month Customers: Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff. Month-to-Month Customers will provide the Company with thirty (30) days notice of the cancellation of service and will be responsible for all charges incurred through such thirty (30) day notice period.
- 2.13.2 For Term Agreement Customers: Service will continue in accordance with the term agreement. Such agreement shall be renewed automatically for the initial term or in any additional term, unless the Customer provides written notice of its intent not to renew such agreement at least thirty (30) days prior to the termination of the initial or any additional term. All termination obligations applicable under the original term agreement apply to this renewed agreement.

2.14 Notices and Communications

- **2.14.1** 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- **2.14.2** 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 Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- **2.14.3** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.15 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed for approval with the Commission in advance of such promotional offerings.

2.16 Taxes and Fees

- **2.16.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- **2.16.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- **2.16.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. An example of such a program is compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

2.16 Taxes and Fees, (Cont'd.)

2.16.3 (Cont'd.)

.1 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the # symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call

\$0.65

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3.1 Service Connection Charges

3.1.1 Description

Service Connection Charges are, one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but not limited to the following:

Service Connection Charge: A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts. including, but not limited to, service order issuance, programming, billing, etc. for installations, moves, changes, or rearrangements of services and/or equipment.

Subsequent Non-Recurring Charge: A non-recurring charge may apply to the installation, change, or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

Premises Work Charges: Premises Work Charges apply for work done by the Company at the Customer's premises, at the Customer's request. There are two categories of premises work charges: standard and complex. Standard premises work charges apply for material (excluding jack equipment), and time spent by the Company performing standard billable premises work. Complex premises work charges apply for time spent by the Company performing complex billable premises work. Charges for both standard and complex work are incurred on a first 60 minute minimum or fraction thereof basis, and each additional 15 minute increment or fraction thereof.

3.1.2 **General Terms and Conditions**

- The Service Connection Charges specified for the connection, move or Α. change of service, contemplate work being performed by the Company, or on behalf of the Company, during normal working hours Monday through Friday from 8:00 AM to 5:00 PM. If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or day, or on holidays, or interrupts work once begun, additional charges will apply as appropriate.
- Β. Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

3.1 Service Connection Charges

3.1.3 Service Connection Charges Do Not apply To:

- Α. A move or a change of telephone services or equipment that is initiated by the Company and / or required for the proper maintenance of service.
- Β. Disconnection and / or removal of equipment listings, network access lines, and Custom Calling service features, provided that no other work subject to premises work charges is performed.
- C. Changes of telephone numbers for company initiated reasons or service reasons (e.g.: change to Touch-tone service).

3.1.4 Service Order and Change Charges

- Α. Non-recurring charges associated with specific services are identified under each tariff section where the rate is applied.
- Β. Additional Non-recurring charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates.

To install a network access line:	<u>Business</u> \$ 37.50
Moves, Adds, Changes, per order Upgrade/Downgrade of Service	\$15.00
BBL, Analog PBX Trunk, Centrex to Netflex DS1, PRI	\$250.00
BBL, Analog PBX Trunk to Centrex, per line	\$10.00
Add Voice Calling Features, per feature	\$5.00
PIC Change Charge	\$5.00

3.1.5 Restoral of Service Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service. A charge applies for restoring service for each account. An account may consist of a main telephone exchange line, all trunks of a PBX, or a private line channel or service.

To restore service, per account \$50.00

- 3.1 Service Connection Charges, (Cont'd.)
 - 3.1.6 **Premise Work Charges**

Dispatch Charge (No trouble found)		
Dispatch to CO	\$99.00	
Dispatch to Customer Premises	\$150.00	

\$99.00

Missed Appointment Fee

3.2 Timing of Messages

- **3.2.1** For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- **3.2.2** For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed upon alternate.
- **3.2.3** Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

3.3 Calculation of Rates

- **3.3.1** Rates for mileage-based services will be based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- **3.3.2** <u>Call Rounding</u> When the application of rates results in a factional charge, calls will be rounded up to the highest cent.
- **3.3.3** Upon Customer request, the Company will automatically apply a rate reduction for intra-Massachusetts toll calls made from lines used by certified deaf, hard-of-hearing, or speech-impaired persons who must rely on teletypewriters for residential telephone communication, and others as provided in Commission rules. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Commission, stating that due to one of the aforementioned conditions, he or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for a rate reduction for relevant billed calls made during each billing period.

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4.1 NetServe Basic Business Line

4.1.1 General

NetServe Basic Business Line is provided via one or more channels terminated at the Customer's premises. Each NetServe Basic Business Line service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

NetServe Basic Business Line enables the Customer to:

- .1 originate and receive calls from other stations on the public switched telephone network;
- .2 access the Company's local calling service;
- .3 access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- .4 access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101XXXX).

4.1.2 Rate Structure

NetServe Basic Business Line service provides for calling within the local service area on a measured or flat rate basis*.

On-Net measured service local calls are billed in six (6) second increments after an initial period, for billing purposes, of six (6) seconds. Off-Net measured service local calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. A per call charge applies in addition to the per minute charge for Off-Net calling.

The local service area for NetServe Basic Business Line Customers is the area within which measured service Customers make calls on a per message, per minute basis and may include one or more exchanges or zones.

* Flat rate service is only available to On-Net Customers subscribed to this service through Verizon or other LEC/CLEC at the time service is transferred to Conversent. Flat rate service is available to Off-Net Customers on an Individual Contract Basis.

NetServe Basic Business Line, (Cont'd.) 4.1

4.1.3 **Touch Tone Calling**

Touch tone calling, which is furnished subject to the availability of the central office facilities, allows calls to be originated from instruments equipped for tone-type address signaling over special central office facilities.

Telephones equipped for tone-type calling service can only be associated with, or have access to, lines equipped for this service.

Touch tone calling is furnished with all classes and grades of NetServe Basic Business Line service.

4.1.4 Line Hunting

Line hunting, which is provided subject to the availability of suitable central office facilities is an arrangement that groups together two or more main telephone exchange lines from the same central office so that incoming calls are automatically switched from the initial line, if in use, to the first non-busy line.

Line hunting is furnished with On-Net telephone exchange service only.

4.1.5 Pay-Per-Call Service Blocking

Basic Business Line service cannot be used to originate calls to Pay-Per-Call services (eq: 900 and 976). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company unless a written request to remove blocking is attached to the Service Agreement.

Changes indicated on this page are to be implemented effective March 5, 2003.

NetServe Basic Business Line, (Cont'd.) 4.1

4.1.6 **Exchange Classifications**

Business service is provided to each exchange on a measured or flat* rate basis and provides for calling within the local calling area and within municipalities as specified in Verizon's Exchange and Network Tariff Mass No. 10, Section 6 and Section 5.2.8.

4.1.7 **Trunk Lines**

Trunk lines provided on a measured service basis equate to the single party measured Basic Business Line monthly rate.

4.1.8 Payment Plans

The Basic Business payment plan offers the Customer two options for payment.

.1 **Fixed Monthly Rate Plan**

Under this plan the Customer pays a fixed monthly rate for a specified contract term. The Customer may choose a 1, 2, 3 or 5 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.

.2 Month-to-Month Plan

Under this plan the Customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

Changes indicated on this page are to be implemented effective March 5, 2003.

NetServe Basic Business Line, (Cont'd.) 4.1

4.1.9 Measured Basic Business Line Service

Measured service provides for calling within the local calling area and within municipalities on a per minute basis. Monthly rates consist of the appropriate dial tone line rate and local usage charges.

4.1.10 **Business Line Value Package**

The Business Value Line Package includes the following features:

Call Forwarding – Variable Call Forwarding – Busy* Call Forwarding - Don't Answer* Three-way Calling Customer Changeable Speed Calling (30) Call Waiting

4.1.11 Security Package

The Security Package includes the following features:

Caller ID/Caller ID with Name Call Trace **Distinctive Ringing** Deny Terminating Call Block Call Waiting

4.1.12 [Reserved for Future Use]

* There is no charge for Call Forwarding when Voice Mail is purchased with the exception of Customers in the Greendale Area of Worcester

4.1 NetServe Basic Business Line, (Cont'd.)

4.1.13 NetServe DPA Service

NetServe DPA Service provides a Business Customer with a telephone located in a different office or building from the main telephone system. The service is connected to the main system via a dedicated line. All capabilities of the main system are available with DPA Service

Each line must be in the same rate center.

Service is provided on a measured rate basis.

4.1.14 Remote Call Forwarding (RCF)

Remote Call Forwarding (RCF) provides for all incoming calls to be call forwarded to a terminating telephone number in the same or another exchange. This service is available only in exchanges served by suitably equipped electronic (ESS) central offices, to the extent facilities are available. Service is available on a measured service basis. Additional RCF paths can be purchased separately.

The terminating telephone service may be local exchange service, toll free service, foreign exchange service or an additional number associated with Distinctive Ringing service.

This service is furnished upon condition that the Customer Subscribed to adequate RCF or terminating facilities to permit the use of the service without impairment, disruption or deterioration of the quality of other telephone services.

4.2 NetServe PBX Trunk

4.2.1 Description

The Basic Business NetServe PBX Trunk, offered on a measured basis or flat rate* basis, provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

4.2.2 Standard Features

Each NetServe PBX Trunk will be provided with the following standard features:

In, Out, Two-Way

Hunting

4.2.3 Security Package

The Security Package includes the following features:

Call Trace Caller ID/Caller ID with Name Call Block **Deny Termination Distinctive Ring** Call Waiting

* Flat rate service is only available to On-Net Customers subscribed to this service through Verizon or other LEC/CLEC at the time service is transferred to Conversent.

4.3 RealBusiness \$ense BBL Service

RealBusiness \$ense BBL Service provides business Customers with a single analog voicegrade local exchange line and access to toll and long distance calling. Customers have the option of selecting a Call Plan that includes unlimited local, unlimited local and intraLATA toll or unlimited local, intraLATA, interLATA and interstate toll service for a flat monthly rate. Customers who opt for a Call Plan that does not include unlimited intraLATA, interLATA or interstate service will be billed for those services on a usage basis.

Calling features are available as a package or may be purchased a la carte at standard tariffed rates.

Inbound Toll Free calling is offered on a usage basis.

4.3.1 Call Plans

- **A.** <u>Unlimited Local</u> Includes unlimited local usage within the local calling area.
- **B.** <u>Unlimited Local and IntraLATA Toll</u> Includes unlimited local and direct dial outbound intraLATA toll usage.
- **C.** <u>Unlimited Local, IntraLATA, InterLATA and Interstate Toll</u> Includes unlimited local, direct dial outbound intraLATA, interLATA and interstate toll usage and calling to Canada.

4.3.2 Terms and Conditions

- **A.** RealBusiness \$ense BBL Service is offered to On-Net Customers only subject to the availability of facilities.
- **B.** Service is offered on a term basis with term periods of one (1), two (2) and three (3) years.

C. All Customer lines at a single location must be subscribed to the same Call Plan.

- **D.** Unlimited service Customer lines at a single location may not be mixed with measured service lines.
- **E.** All lines must be presubscribed to Conversent for local, intraLATA, interLATA, interstate and international service regardless of the call plan selected.

4.3 RealBusiness \$ense BBL Service, (Cont'd.)

4.3.2 Terms and Conditions, (Cont'd.)

- **F.** Outbound toll calling billed on a usage basis is billed in the standard one (1) second increments after an initial period of thirty (30) seconds for intraLATA calls and in the standard six (6) second increments for interLATA calls.
- **G.** Inbound toll-free calling is offered on a usage basis only. IntraLATA calls are billed in the standard one (1) second increments after an initial period of thirty (30) seconds. InterLATA calls are billed in the standard six (6) second increments.
- **H.** Conversent will not provide call detail for unlimited service plans. Minutes of use will be provided.
- I. Customers will be assessed a \$50.00 change fee per service order for switching their lines to a different RealBusiness \$ense Call Plan.
- J. Customers cannot use Conversent's RealBusiness \$ense with lines used for dial-up Internet access or lines connected to modems. In addition, Customers cannot use RealBusiness \$ense with lines used for outbound telemarketing or call centers. This includes automatic dialer systems/equipment.

4.3.3 Optional Feature Package

The optional Great 8 Feature Package includes:

Call Forward Variable Call Forward Busy/No Answer Call Waiting 3 Way Calling Speed Dial 30 Caller Id Number or Caller ID Name & Number

4.4 [Reserved for Future Use]

4.5 Advanced Telecommunications and Data Services

4.5.1 Integrated ISDN PRI

Integrated ISDN PRI service is provided over a T-1. It enhances the capabilities of a basic digital trunk facility by allowing Customers to control the individual channels of the T-1 pipe. The channels of the pipe may be used as a voice grade product with up to 768 kbps bandwidth for data transmission, depending on the Customer's equipment and needs.

Integrated T-1 is offered in a 23 channel format only with a maximum of 768 kbps bandwidth. The Customer pays a monthly recurring charge plus the bandwidth charge as specified in Section 4.8.1 of this tariff, regardless of the number of channels used. Customers may choose 1, 2, or 3 year contracts.

Integrated T-1 is offered to On-Net Customers only and is subject to facility availability.

Outbound Caller ID and Inbound Caller ID Number Only are included free of charge with this service.

Inbound Caller ID Name and Number, Direct Inward Dialing and Call Forward on Trunks are available for an additional fee.

An End Use Common Line (EUCL) charge of Preferred Interexchange Carrier Charge (PICC) do not apply to this service.

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.2 Netflex T-1 Service With DID

A. Description

Netflex T-1 Service With DID ("Netflex"), offered on a measured basis, provides a digital path from a suitably equipped central office to a Customer's digital PBX, allowing access to and from the exchange and toll network via exchange trunk lines, and other network access lines, including DID capability.

A 1.544 Mbps transmission channel providing two-way transmission for a capacity of up to 24 trunk connections connects a Customer's premises with the switched public telephone network.

Outbound Caller ID and Call Forward on Trunks are available for an additional fee.

Netflex is furnished subject to the availability of facilities.

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.3 ISDN PRI

A. Description

ISDN PRI is a service provided over T-1 point-to-point line facilities. It enhances the capabilities of a basic digital trunk facility by allowing Customers to control the individual channels of the T1 pipe. Channels of the T1 pipe may be used as 23 voice grade product lines (B channels) plus one active D channel to control multiple 24-channel PRI's, through the use of appropriate premises equipment. Customers can bond multiple channels together to create high bandwidth (384kbps, 768Kbps, etc.) dial-up data channels.

B. Application of Rates

Mileage and Caller ID are included in ISDN PRI. Caller ID Name and Call Forward on Trunks is available and may be purchased for an additional charge.

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.4 Integrated T-1

Α. Description

An Integrated T-1 is a service provided over a T-1. It enhances the capabilities of a basic digital trunk facility by allowing Customers to control the individual channels of the T1 pipe. The channels of the pipe may be used as a voice grade product and up to 768 Kbps bandwidth for data transmission, depending on the Customers equipment and needs. Integrated service can be analog or digital depending upon the Customer's needs. Digital service can also accommodate Direct Inward Dialing service as well as Outbound Caller ID and Call Forward on Trunks for an additional fee.

The Integrated T-1 may be divided up between voice grade products and bandwidth, although bandwidth cannot exceed 768 Kbps. An example of the divide would be 12 voice grade lines and 768 Kbps of high-speed bandwidth.

Integrated T-1 is offered to On-Net Customers only subject to the availability of facilities.

An End User Common Line (EUCL) or Preferred Interexchange Carrier Charge (PICC) do not apply to this service.

.1 Standard Solution**

Bundled voice and data over a single connection where the Customer chooses the bandwidth requirement up to 768 Kbps. The Customer pays a Monthly Recurring Charge plus the bandwidth charge as specified in Section 4.8, regardless of the number of lines or channels used. Customers may choose a 1, 2 or 3 year contract.

.2 **Flexible Solution**

Bundled voice and data over a single connection where the Customer may choose both the line and bandwidth requirements, with a minimum requirement of 256Kbps bandwidth and 8 voice lines. The Customer can add lines and bandwidth as needed up to a maximum of 20 voice lines depending on data requirements. Pricing consists of monthly charges per voice line or channel plus the bandwidth charge. Customers may choose a 1, 2 or 3 year contract.

** Effective July 7, 2006 this service is grandfathered and available to existing Customers only.

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.5 RealBusiness \$ense Integrated DSL

A. Description

RealBusiness \$ense Integrated DSL is an integrated voice and ADSL Internet service bundled over a single twisted pair. RealBusiness \$ense Integrated DSL uses Asynchronous Transfer Mode (ATM) with voice compression and dynamic bandwidth allocation in providing service for two (2) to four (4) Basic Business Lines over a single pair with voice always taking precedence over Internet traffic. ADSL speeds will be up to 1.5 Mbps downstream and 512 kbps upstream. Bandwidth is dynamically allocated and will be reduced from 80 kbps to 1.2 Mbps downstream and 80 kbps to 192 kbps upstream depending on the number of Basic Business Lines that are simultaneously off-hook.

Service is offered as a bundled DSL, local exchange and long distance service. RealBusiness \$ense DSL is not available as a stand-alone service.

Customers have the option of selecting a Call Plan that includes unlimited local, unlimited local and intraLATA toll or unlimited local and intraLATA, interLATA and interstate toll service for a flat monthly rate. Customers who opt for a Call Plan that does not include unlimited intraLATA, interLATA or interstate service will be billed for those services on a usage basis.

Inbound toll free calling is available on a usage basis.

Calling features are available as a package or may be purchased a la carte at standard tariffed rates.

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.5 RealBusiness \$ense Integrated DSL, (Cont'd.)

B. Call Plans

- .1 <u>Unlimited Local</u> Includes unlimited local usage within the local calling area.
- .2 <u>Unlimited Local and IntraLATA Toll</u> Includes unlimited local and direct dial outbound intraLATA toll usage.
- .3 <u>Unlimited Local, IntraLATA, InterLATA and Interstate Toll</u> Includes unlimited local, direct dial outbound intraLATA, interLATA and interstate toll usage and calling to Canada.

C. Terms and Conditions

- .1 RealBusiness \$ense Integrated DSL is available only to On-Net Subscribers served directly from a Conversent collocation.
- .2 Service is offered for a minimum of two (2) and maximum of four (4) lines provisioned with voice and ADSL service. A fifth line is available as a voice only line.
- .3 Subscribers must maintain a minimum of two (2) Basic Business Lines throughout the duration of the term agreement. The standard early termination charge will apply to Subscribers who fall below the minimum.
- .4 Service is offered on a term basis with term periods of one (1), two (2) and three (3) years.
- .5 All Customer lines at a single location must be subscribed to the same Call Plan.

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.5 RealBusiness \$ense Integrated DSL, (Cont'd.)

C. Terms and Conditions, (Cont'd.)

- .6 Unlimited service Customer lines at a single location may not be mixed with measured service lines.
- .7 All lines must be presubscribed to Conversent for local, intraLATA, interLATA, interstate and international service regardless of the call plan selected.
- .8 Outbound toll calling billed on a usage basis is billed in the standard one (1) second increments after an initial period of thirty (30) seconds for intraLATA calls and in the standard six (6) second increments for interLATA calls.
- .9 Inbound toll-free calling is offered on a usage basis only. IntraLATA calls are billed in the standard one (1) second increments after an initial period of thirty (30) seconds. InterLATA calls are billed in the standard six (6) second increments.
- .10 Conversent will not provide call detail for unlimited service plans. Minutes of use will be provided.
- .11 Customers will be assessed a \$50.00 change fee per service order for switching their lines to a different RealBusiness \$ense Call Plan.
- .12 Customers cannot use Conversent's RealBusiness \$ense with lines used for dial-up Internet access or lines connected to modems. In addition, Customers cannot use RealBusiness \$ense with lines used for outbound telemarketing or call centers. This includes automatic dialer systems/equipment.

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.5 RealBusiness \$ense Integrated DSL, (Cont'd.)

D. Limitations

The Company may, at its sole discretion, deliver the local exchange telecommunications services described herein over any technically viable platform, including, but not limited to, DSL.

The Company will not provision service if the Company has reasonably determined that (a) it is not technically feasible to provide over existing facilities or (b) it will cause interference problems within the Company's network or other facilities or with the network or facilities of any other party.

During network maintenance and software update periods, it may be necessary to temporarily place the Company's equipment out of service. The Company reserves the right to temporarily interrupt service during such periods and at other times such as those considered by the Company to be an emergency; however, the Company will make good faith efforts to avoid and minimize such temporary interruptions.

If the Company has reason to believe that permitting the commencement or continuation of a service adversely affects or would adversely affect the ability of the Company or another carrier to provide, complete, or maintain the level of or quality of its services to its Customers, the Company may refuse to provide service or may discontinue providing such service.

The Company will not provision service on facilities that are determined by the Company to be unsuitable. Facilities-based service may not be available to the Customer, or the Customer may not have the selection of all of the Company's facilities-based offerings, depending on the distance of the Customer from the serving CO and the type and condition of the facilities.

DSL service will be provided subject to the availability and limitations of the wire centers and outside plant facilities and is only available where technical capabilities permit. The actual data transmission rate, and, therefore, a circuit's ability to accommodate multiple voice lines, depends on a number of factors, including, but not limited to (1) the distance from the Customer to the serving wire center, (2) the type of copper facility (wire gauge) and (3) the physical plant. Additionally, unlike many conventional telecommunications technologies, DSL requires that suitable electrical power be supplied at the Customer's premises for the service to be functional. The Company is not responsible for service outage credits or other liabilities of any nature due to electrical power failure at the Customer's location(s).

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.5 RealBusiness \$ense Integrated DSL, (Cont'd.)

E. Optional Feature Package

The optional Great 8 Feature Package includes:

Call Forward Variable Call Forward Busy/No Answer Call Waiting 3 Way Calling Speed Dial 30 Caller Id Number or Caller ID Name & Number

Some material previously found on this page now found on Original Page 9.1.10

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.6 RealBusiness \$ense Flexible Integrated T-1 Service

RealBusiness \$ense Flexible Integrated T-1 Service offers business customers voice and data service over a T-1 line. T-1 service is offered bundled with local exchange and toll calling.

Customers have the option of selecting a Call Plan that includes unlimited local, unlimited local and intraLATA toll or unlimited local, intraLATA, interLATA and interstate toll service for a flat monthly rate. Customers who opt for a Call Plan that does not include unlimited toll services will be billed for those services on a usage basis.

Selected calling features are available as a package or calling features can be purchased a la carte at standard tariffed rates.

Inbound Toll Free calling is available on a usage basis.

A. Call Plans

- .1 <u>Unlimited Local</u> Includes unlimited local usage within the local calling area.
- .2 <u>Unlimited Local and IntraLATA Toll</u> Includes unlimited local and direct dial outbound intraLATA toll usage.
- .3 <u>Unlimited Local, IntraLATA, InterLATA and Interstate Toll</u> Includes unlimited local, direct dial outbound intraLATA, interLATA and interstate toll usage and calling to Canada.

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.6 RealBusiness \$ense Flexible Integrated T-1 Service, (Cont'd.)

B. Terms and Conditions

- .1 Service is offered to On-Net Customers only subject to the availability of facilities.
- .2 Service is offered on a term basis with term periods of one (1), two (2) and three (3) years.
- .3 Service is offered for a minimum of eight (8) voice lines and 128 kbps bandwidth.
- .4 Monthly rate consists of monthly charge per voice line plus the bandwidth charge.
- .5 All Customer voice lines at a single location must be subscribed to the same Call Plan.
- .6 All voice lines must be presubscribed to Conversent for local, intrastate,, interstate and international service regardless of the call plan selected.
- .7 Outbound toll calling billed on a usage basis is billed in the standard one (1) second increments after an initial period of thirty (30) seconds for intraLATA calls and in the standard six (6) second increments for interLATA calls.

Lincoln, RI 02865

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.6 RealBusiness \$ense Flexible Integrated T-1 Service, (Cont'd.)

B. Terms and Conditions, (Cont'd.)

- .8 Inbound toll-free calling is offered on a usage basis only. IntraLATA calls are billed in the standard one (1) second increments after an initial period of thirty (30) seconds. InterLATA calls are billed in the standard six (6) second increments.
- .9 Conversent will not provide call detail for unlimited service plans. Minutes of use will be provided.
- .10 Customers will be assessed a \$50.00 change fee per service order for switching their lines to a different Call Plan.
- .11 Customers cannot use Conversent's RealBusiness \$ense with lines used for dial-up Internet access or lines connected to modems. In addition, Customers cannot use RealBusiness \$ense with lines used for outbound telemarketing or call centers. This includes automatic dialer systems/equipment.

C. Optional Feature Package

The optional Great 8 Feature Package includes:

Call Forward Variable Call Forward Busy/No Answer Call Waiting 3 Way Calling Speed Dial 30 Caller ID Number or Caller ID Name & Number

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.7 Unlimited Savings

Unlimited Savings offers business Customers a choice of Netflex T-1, ISDN PRI, NetflexXtra Flexible Integrated T1 or Integrated ISDN PRI voice and data service bundled with local exchange and long distance calling plans.

A. Local Exchange and Long Distance Calling Plans

Customers may select a Local Only calling plan or choose from a selection of Local and Long Distance plans that include local and outbound and inbound toll free intrastate and interstate usage. Only one (1) call plan is permitted per circuit. The plan may be changed for an additional fee.

		Monthly Minutes of Use			
<u>Plan</u>		Local	Outbound/Inbound Long Distance		
Local Only		100,000	0		
Local and	Long				
Distance					
Plan A		100,000	10,000		
Plan B		100,000	25,000		
Plan C		100,000	50,000		
Plan D		100,000	75,000		

B. Terms and Conditions

- .1 Service is offered to On-Net Customers only subject to the availability of facilities.
- .2 Service is offered on a term basis with term periods of one (1), two (2) and three (3) years.
- .3 All voice lines must be presubscribed to Conversent for local, intrastate, and interstate calling regardless of the call plan selected.
- .4 Local and long distance calling in excess of plan allowances will be billed on a usage basis.
- .5 Local and Long Distance calling plan usage allowances apply at the account/circuit level with the minutes of use for the plan selected shared by all trunk groups on the circuit.

4.5 Advanced Telecommunications and Data Services, (Cont'd.)

4.5.7 Unlimited Savings, (Cont'd.)

B. Terms and Conditions, (Cont'd.)

- .6 Customers who want to subscribe to Unlimited Savings on multiple T1's must have each T1 on a separate circuit and BTN.
- .7 This service is not available to Customers with multiple Netflex or PRI circuits that want to bond them together into a single larger span.
- .8 <u>NetflexXtra Flexible Integrated T1 option</u> Monthly recurring charges for a minimum of 8 voice lines and a bandwidth charge for a minimum of 128 kbps apply.
- .9 <u>Integrated ISDN PRI</u> Monthly recurring charges for a minimum of 11 voice lines and a bandwidth charge for a minimum of 128 kbps apply.
- .10 An End User Common Line (EUCL) charge of Presubscribed Interstate Long Distance Charge (PILD) do not apply to this service. Local Number Portability (LNP) surcharge applies and is billed in addition to the rates cited.

C. Features

One block of 20 DID numbers is included with all service options.

Inbound Caller ID Name and Number is available at additional charge with Netflex ISDN PRI and Integrated ISDN PRI service.

Outbound Caller ID is available for an additional charge with Netflex T1 and NetflexXtra Flexible Integrated T1 service.

4.6 [Reserved for Future Use]

Some material now found on this page previously found on Original Page 9.1.5

4.7 Custom Calling Features

The features in this section are available to Customers on an individual basis month-to-month or as part of multiple feature packages. Multiple feature packages are described with services with which they are available. All features are provided subject to availability or facilities. Certain features may not be available with all classes of service.

4.7.1 Feature Descriptions

Auto Call Back: Automatically re-dials the last caller.

<u>Auto Re-Call:</u> Automatically dials a busy number for up to 30 minutes until it's available.

<u>Call Block:</u> Allows the Subscriber to block different types of outgoing calls (e.g., any blocking option except 900/976 blocking, which is automatically provisioned and free of charge).

<u>Call Forward Variable</u>: Allows the Subscriber to forward all incoming calls to a predetermined telephone number.

<u>Call Forward Busy/No Answer:</u> Allows the subscriber to forward incoming calls to a predetermined number when the phone is busy or when the Subscriber does not answer within a predetermined number of rings.

<u>Call Trace</u>: Will trace a "prank" or threatening call, and record the call detail, including the Subscriber's number and the number of the caller. This information is for law enforcement use only.

<u>Call Waiting:</u> Signals the Subscriber that there is an incoming call when they are busy talking on the phone.

<u>Caller ID:</u> Displays the calling party number on incoming calls.

Caller ID with Name: Displays the calling party name and number on incoming calls.

<u>Deny Termination:</u> Incoming calls from up to 10 different telephone numbers will be blocked and not allowed to terminate to or ring the Subscriber's line.

<u>Distinctive Ringing:</u> Incoming calls from up to 6 different telephone numbers will result in a different ringing pattern on the subscriber's line.

4.7 Custom Calling Features, (Cont'd.)

4.7.1 Feature Descriptions, (Cont'd.)

<u>Remote Activation of Call Forward Variable:</u> Provides the Subscriber remote accessibility to the call forward feature. Call in from any telephone to activate, deactivate, or change the forward to number.

<u>Ring Mate:</u> Allows the subscriber to have up to 3 different telephone numbers associated with their line. Calls placed to each telephone number will result in a different ring pattern on the Subscriber's line.

<u>Selective Call Acceptance:</u> Allows the Subscriber to determine (and manage)which incoming calls will be accepted, based on the calling party telephone numbers that have been entered in a screening list (in the Conversent switch). Only calls from the telephone numbers that match a number in the screening list will be allowed to complete. Calls that are not accepted will be sent to an announcement, or may be forwarded to an alternate number.

<u>Selective Call Forwarding:</u> Allows the Subscriber to determine (and manage) which incoming calls will be forwarded to which predetermined telephone number, based on the calling party telephone numbers that have been entered in a list (in the Conversent switch).

<u>Selective Call Rejection</u>: Allows the Subscriber to determine (and manage) which incoming calls will be blocked, based on the calling party telephone numbers that have been entered in a screening list (in the Conversent switch).

<u>Selective Distinctive Ring:</u> Allows the Subscriber to determine (and manage) which incoming calls will receive a distinctive ringing pattern, based on the calling party telephone numbers that have been entered in a screening list (in the Conversent switch).

<u>Speed Dialing:</u> Allows the Subscriber to program and use an "abbreviated code" or "shortcut" for quick dialing. Instead of using the persons 7 or 10 digit telephone number, the subscriber can use the 1 or 2-digit code.

<u>Three-Way Calling</u>: Enables the Subscriber to add a third party to an existing conversation.

4.8 Rates

4.8.1 Collocated Service Areas

All service is provided On-Net directly through the Company's switching equipment located within the Customer's serving Central Office.

	Non - Recurring (New) ^{(1) (2) (3)}	Non- Recurring (Ported)	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr
NetServe Basic Business L Measured \$37.50 Flat Rate*	ine \$37.50	\$10.00 \$10.00	\$12.50 \$37.50 \$0.015	\$11.25 \$35.80 \$0.015	\$10.75 \$33.80 \$0.015	\$10.25 \$32.60 \$0.015	ICB ICB ICB
Per minute NetServe DPA Service Per minute	\$52.00	10.00	\$25.00 \$0.015	\$23.50 \$0.015	\$22.50 \$0.015	\$21.50 \$0.015	ICB ICB
Remote Call Forwarding Per initial or addl. path:			\$16.25	\$15.25	\$14.50	\$14.00	ICB
Business Line Value Pkg. -Call Forwarding Variable -Call Forwarding Busy -Call Forwarding Don't Answe -Three-Way Calling -Customer Changeable Spee (30) -Call Waiting			\$8.95	\$8.95	\$8.95	\$8.95	ICB
Security Package -Caller ID/Caller ID with Nam -Call Trace -Distinctive Ringing -Deny Terminating -Call Block -Call Waiting (1) Applies for the initial insta (2) Charge applies per line, p (3) When multiple features or recurring charge applies.	llation (new). er trunk, per fea			\$8.95 ame time, or	\$8.95 n the same lin	\$8.95 ne/trunk, onl	ICB y one non-

* Flat rate service is only available to Customers subscribed to this service through Verizon at the time service is transferred to Conversent.

Robert J. Shanahan, President & CEO Conversent Communications of Massachusetts, Inc. 313 Boston Post Road West Marlborough, MA 01752

4.8 Rates, (Cont'd.)

Collocated Service Areas, (Cont'd.) 4.8.1

	Non - Recurring (New) (1) (2) (3)	Non- Recurrin g (Ported)		1 Yr.	2 Yr.	3 Yr.	5 Yr.
NetServe PBX Trunk							
Measured Rate, per trunk	\$37.50	\$10.00	\$12.50	\$11.75	\$11.25	\$10.75	\$10.50
Security Package			\$8.95	\$8.95	\$8.95	\$8.95	\$8.95

(1) Charge applies per line, per trunk, per feature, per package.

- (2) When multiple features or packages are established/changed at the same time, on the same line/trunk, only one nonrecurring charge applies.
- (3) Applies for changes made, once the service has been established.
- (4) Charge applies only if Caller ID Name is ordered after initial installation of PRI service.

Some material previously found on this page now found on Original Page 11.2

4.8 Rates, (Cont'd.)

1

4.8.1 Collocated Service Areas, (Cont'd.)

RealBusiness \$ense BBL Service	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>
Nonrecurring Charge, per line	<u>Term</u>	<u>Term</u>	<u>Term</u>
New Line: Ported Line:	\$37.50 \$10.00	\$37.50 \$10.00	\$37.50 \$10.00
Monthly Recurring Charge, per line			
Unlimited Local Only Plan: Unlimited Local and IntraLATA Plan: Unlimited Local, Intrastate, Interstate Plan:	\$23.98 \$28.50 \$39.24	\$22.98 \$27.25 \$37.99	\$21.98 \$26.00 \$36.74
IntraLATA and InterLATA Toll Usage			
Outbound, per minute: Inbound Toll Free, per minute:	\$0.050 \$0.050	\$0.050 \$0.050	\$0.050 \$0.050
Great 8 Feature Package, per line			
Nonrecurring Charge ¹ : Monthly Recurring Charge	\$5.00 \$7.99	\$5.00 \$7.99	\$5.00 \$7.99

This charge is waived when the feature package is ordered with initial service order.

4.8 Rates, (Cont'd.)

4.8.1 Collocated Service Areas, (Cont'd.)

	Non - Recurring (New) (1) (2) (3)	Non- Recurring (Ported)	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Netflex T-1 Service With DID Measured ServiceDID Group of 20 DID Group of 50 DID Individual Numbers Ported, per number New, per numberOutbound Caller ID Call Forward on Trunks	\$395.00 \$5.00 \$5.00 ICB \$0.00 \$39.95⁴	\$5.00	N/A N/A N/A N/A N/A \$19.95	\$500.0 0 \$0.50 \$1.00 \$0.10 ICB \$50.00 \$19.95	\$450.00 \$0.50 \$1.00 \$0.10 ICB \$50.00 \$19.95	\$425.00 \$0.50 \$1.00 \$0.10 ICB \$50.00 \$19.95	\$400.0 0 \$0.50 \$1.00 \$0.10 ICB \$50.00 ICB
ISDN PRI Measured service DID Group of 20 DID Group of 50 DID Individual Numbers Ported, per number New, per number Caller ID Name Call Forward on Trunks	\$500.00 \$5.00 \$5.00 ICB \$25.00 ⁴ \$39.95 ⁴	\$5.00	\$825.0 0 \$0.50 \$1.00 \$0.10 ICB \$50.00 \$19.95	\$725.0 0 \$0.50 \$1.00 \$0.10 ICB \$50.00 \$19.95	\$675.00 \$0.50 \$1.00 \$0.10 ICB \$50.00 \$19.95	\$625.00 \$0.50 \$1.00 \$0.10 ICB \$50.00 \$19.95	\$550.0 0 \$0.50 \$1.00 \$0.10 ICB \$50.00 ICB

⁽¹⁾ Charge applies per line, per trunk, per feature, per package.

⁽²⁾ When multiple features or packages are established/changed at the same time, on the same line/trunk, only one non-recurring charge applies.

⁽³⁾ Applies for changes made, once the service has been established.

⁽⁴⁾ Charge applies only if feature is ordered after initial installation of service.

4.8 Rates, (Cont'd.)

4.8.1 Collocated Service Areas, (Cont'd.)

Integrated T-1 (Analog)	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Integrated 1-1 (Analog)				
Standard**				
Nonrecurring Charge	\$500.00	\$500.00	\$500.00	ICB
Measured service	\$475.00	\$475.00	\$450.00	ICB
Bandwidth Charge				
128 Kbps	\$96.00	\$96.00	\$96.00	ICB
256 Kbps	\$145.00	\$145.00	\$145.00	ICB
384 Kbps	\$172.00	\$172.00	\$172.00	ICB
512 Kbps	\$219.00	\$219.00	\$219.00	ICB
768 Kbps	\$319.00	\$319.00	\$319.00	ICB
Flexible				
Nonrecurring Charge	\$699.00	\$500.00	\$500.00	ICB
Voice Line, per line	\$22.83	\$22.33	\$21.83	ICB
(minimum of 8				
channels)				
Bandwidth Charge				
(minimum 256 Kbps)				
256 Kbps	\$215.00	\$215.00	\$215.00	ICB
384 Kbps	\$315.00	\$315.00	\$315.00	ICB
512 Kbps	\$384.00	\$384.00	\$384.00	ICB
768 Kbps	\$576.00	\$576.00	\$576.00	ICB

** Effective July 7, 2006 this service is grandfathered and available to existing Customers only.

4.8

SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd.)

Rates, (Cont'd.) 4.8.1 Collocated Service Areas, (Cont'd.) 1 Yr. 2 Yr. 3 Yr. 5 Yr. NetflexXtra T1 (Digital) Standard** Nonrecurring Charge \$500.00 \$500.00 \$500.00 ICB Measured Service \$550.00 \$495.00 \$450.00 ICB **Bandwidth Charge** 128 Kbps \$96.00 \$96.00 \$96.00 ICB 256 Kbps \$145.0 \$145.0 \$145.0 ICB 384 Kbps \$172.00 \$172.00 \$172.00 ICB 512 Kbps \$219.00 \$219.00 \$219.00 ICB 768 Kbps \$319.00 \$319.00 \$319.00 ICB Flexible Nonrecurring Charge \$500.00 \$500.00 \$500.00 ICB (N) Measured per channel \$28.33 \$26.83 ICB \$25.33 (minimum of 8 channels) (N) **Bandwidth Charge** 256 Kbps \$215.00 (N) \$215.00 \$215.00 ICB 384 Kbps 512 Kbps \$315.00 (N) \$315.00 \$315.00 ICB \$384.00 (N) \$384.00 \$384.00 ICB 768 Kbps \$576.00 (N) \$576.00 \$576.00 ICB Supplementary Services Direct Inward Dialing Group of 20 Numbers \$5.00 ICB Nonrecurring \$5.00 \$5.00 Monthly \$0.50 \$0.50 \$0.50 ICB Group of 50 Numbers \$5.00 ICB Nonrecurring \$5.00 \$5.00 Monthly \$1.00 \$1.00 \$1.00 ICB Individual Numbers, Ported Nonrecurring \$5.00 \$5.00 \$5.00 ICB Monthly \$0.10 \$0.10 \$0.10 ICB Individual Numbers, New Nonrecurring **ICB ICB** ICB **ICB** Monthly ICB ICB ICB ICB **Outbound Caller ID Number** ICB Monthly \$50.00 \$50.00 \$50.00 Call Forward on Trunks Nonrecurring¹ ICB \$39.95 \$39.95 \$39.95 Monthly \$19.95 \$19.95 ICB \$19.95

¹ If ordered with the initial circuit installation, no Nonrecurring Charge applies.

** Effective July 7, 2006, this service is grandfathered and available to existing Customers only.

4.8 Rates, (Cont'd.)

4.8.1 Collocated Service Areas, (Cont'd.)

	1 Yr. Tarm	2 Yr.	3 Yr.
Integrated ISDN PRI	Term	Term	Term
Nonrecurring Charge Voice Service, per month	\$500.00 \$650.00	\$500.00 \$595.00	\$500.00 \$550.00
Bandwidth Charge, per month 128 Kbps 256 Kbps 384 Kbps 512 Kbps 768 Kbps	\$96.00 \$145.00 \$172.00 \$219.00 \$299.00	\$96.00 \$145.00 \$172.00 \$219.00 \$299.00	\$96.00 \$145.00 \$172.00 \$219.00 \$299.00
Supplementary Services			
Inbound Caller ID Name & Number Nonrecurring Charge ¹ : Monthly:	\$25.00 \$50.00	\$25.00 \$50.00	\$25.00 \$50.00
Direct Inward Dialing Nonrecurring Charge: Monthly Recurring Charge: Group of 20 Numbers Group of 50 Numbers Individual Numbers, Ported Individual Numbers, New	\$5.00 \$0.50 \$1.00 \$0.10 ICB	\$5.00 \$0.50 \$1.00 \$0.10 ICB	\$5.00 \$0.50 \$1.00 \$0.10 ICB
Call Forward on Trunks Nonrecurring Charge ¹ : Monthly Recurring Charge:	\$39.95 \$19.95	\$39.95 \$19.95	\$39.95 \$19.95

¹ If ordered with the initial circuit installation, no Nonrecurring Charge applies.

4.8 Rates, (Cont'd.)

4.8.1 **Collocated Service Areas, (Cont'd.)**

RealBusiness \$ense Integrated DSL	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>
Integrated DSL Service	<u>Term</u>	<u>Term</u>	<u>Term</u>
Nonrecurring Charge, per line: Monthly Recurring Charge, per line:	\$75.00 \$34.95	\$75.00 \$32.95	\$75.00 \$29.95
Basic Business Line Service			
Nonrecurring Charge, per line New Line: Ported Line:	\$37.50 \$10.00	\$37.50 \$10.00	\$37.50 \$10.00
Monthly Recurring Charge, per line Unlimited Local Only Plan: Unlimited Local and IntraLATA Plan: Unlimited Local, IntraLATA, InterLATA, Interstate Plan:	\$23.98 \$28.50 \$39.24	\$22.98 \$27.25 \$37.99	\$21.98 \$26.00 \$36.74
IntraLATA and InterLATA Toll Usage			
Outbound, per minute: Inbound Toll Free, per minute:	\$0.050 \$0.050	\$0.050 \$0.050	\$0.050 \$0.050
Great 8 Feature Package, per line Nonrecurring Charge ¹ : Monthly Recurring Charge:	\$5.00 \$7.99	\$5.00 \$7.99	\$5.00 \$7.99
Additional DSL Fees			
Cancellation Fee: Circuit Disconnect Fee: Missed Appointment Fee Speed Upgrade/Downgrade	\$49.00 \$250.00 \$99.00		
With Dispatch: No Dispatch:	\$199.00 \$99.00		

1

This charge is waived when the feature package is ordered with initial service order.

4.8 Rates, (Cont'd.)

1

4.8.1 Collocated Service Areas, (Cont'd.)

RealBusiness \$ense Flexible Integrated T-1 Service			
	<u>1 Yr.</u> <u>Term</u>	<u>2 Yr.</u> Term	<u>3 Yr.</u> Term
Nonrecurring Charges, per line T-1 Line: Voice Line, per line	\$500.00	\$500.00	\$500.00
New Line: Ported Line:	\$37.50 \$10.00	\$37.50 \$10.00	\$37.50 \$10.00
Bandwidth Charge, per month 128 kbps: 256 kbps: 384 kbps: 512 kbps: 768 kbps: 1,024 kbps Voice Line, per month Unlimited Local Only Plan:	\$179.00 \$189.00 \$199.00 \$209.00 \$249.00 \$309.00 \$35.56	\$159.00 \$169.00 \$179.00 \$189.00 \$229.00 \$289.00 \$34.56	\$139.00 \$149.00 \$159.00 \$169.00 \$209.00 \$269.00 \$33.56
Unlimited Local and IntraLATA Plan: Unlimited Local, Intrastate & Interstate Plan:	\$35.56 \$40.08 \$50.82	\$34.50 \$38.83 \$49.57	\$33.50 \$37.58 \$48.32
IntraLATA and InterLATA Toll Usage Outbound, per minute: Inbound Toll Free, per minute:	\$0.050 \$0.050	\$0.050 \$0.050	\$0.050 \$0.050
Great 8 Feature Package, per line Nonrecurring Charge ¹ : Monthly Recurring Charge	\$5.00 \$7.99	\$5.00 \$7.99	\$5.00 \$7.99

This charge is waived when the feature package is ordered with initial service order.

4.8 Rates, (Cont'd.)

4.8.1 Collocated Service Areas, (Cont'd.)

Unlimited Savings

Nonrecurring Charges

Installation, all Terms Per Netflex or PRI	\$499.00
Change Calling Plan	\$100.00

Monthly Recurring Charges

nany recurring charges	<u>1 Yr. Term</u>	<u>2 Yr. Term</u>	<u>3 Yr. Term</u>
Netflex T1 or ISDN PRI			
Local Only	\$699.00	\$599.00	\$549.00
Local & Long Distance			
Plan A	\$989.00	\$949.00	\$899.00
Plan B	\$1,439.00	\$1,269.00	\$1,099.00
Plan C	\$2,189.00	\$1,849.00	\$1,499.00
Plan D	\$2,639.00	\$2,249.00	\$1,849.00
NetflexXtra Flexible Integrated			
<u>T1</u>			
(8 voice channel minimum)			
Local Only, per channel	\$41.56	\$40.56	\$39.56
Local & Long Distance			
Plan A, per channel	\$99.00	\$79.00	\$59.00
Plan B, per channel	\$149.00	\$129.00	\$109.00
Plan C, per channel	\$249.00	\$229.00	\$209.00
Plan D, per channel	\$299.00	\$279.00	\$259.00
Bandwidth			
128 kbps	\$179.00	\$159.00	\$139.00
256 kbps	\$189.00	\$169.00	\$149.00
384 kbps	\$199.00	\$179.00	\$159.00
512 kbps	\$209.00	\$189.00	\$169.00
768 kbps	\$249.00	\$229.00	\$209.00
1.024 Mbps	\$309.00	\$289.00	\$269.00

Robert J. Shanahan, President & CEO Conversent Communications of Massachusetts, Inc. 313 Boston Post Road West Marlboro, MA 01752

4.8 Rates, (Cont'd.)

4.8.1 Collocated Service Areas, (Cont'd.)

Unlimited Savings, (Cont'd.)

Monthly Recurring Charges (Cont'd.)

	<u>1 Yr. Term</u>	<u>2 Yr. Term</u>	<u>3 Yr. Term</u>
Integrated ISDN PRI			
(11 voice channel minimum)			
Local Only	\$575.00	\$525.00	\$475.00
Local & Long Distance			
Plan A	\$775.00	\$725.00	\$675.00
Plan B	\$1,195.00	\$1,145.00	\$1,095.00
Plan C	\$1,895.00	\$1,845.00	\$1,795.00
Plan D	\$2,315.00	\$2,265.00	\$2,215.00
Develo			
Bandwidth			
128 kbps	\$179.00	\$159.00	\$139.00
256 kbps	\$189.00	\$169.00	\$149.00
384 kbps	\$199.00	\$179.00	\$159.00
512 kbps	\$209.00	\$189.00	\$169.00
768 kbps	\$249.00	\$229.00	\$209.00

Usage In Excess of Plan Allowances

	Init. Increment	Add'I. Increment	<u>Rate per</u>
			Increment
Local	1 minute	1 minute	\$0.015
IntraLATA	30 seconds	1 second	\$0.040
InterLATA	6 seconds	6 seconds	\$0.040
Inbound IntraLATA	30 seconds	1 second	\$0.040
Inbound InterLATA	6 seconds	6 seconds	\$0.040

4.8 Rates, (Cont'd.)

4.8.1 Collocated Service Areas, (Cont'd.)

	Per
Custom Calling	Month
Features	
Auto Call Back	\$2.00
Auto Re-Call	\$2.00
Call Block	\$1.50
Call Forward Variable	
Initial path:	\$4.00
Additional paths, each	\$4.00
Call Forward Busy/No Answer	
Initial path:	\$3.00
Additional paths, each	\$3.00
Call Trace	\$2.50
Call Waiting	\$4.00
Caller ID	\$4.00
Caller ID with Name	\$5.00
Deny Termination	\$2.50
Distinctive Ring	\$5.00
Remote Activation of CF	\$2.00
Ring Mate	\$5.00
Selective Call Acceptance	\$5.00
Selective Call Forwarding	\$5.00
Selective Call Rejection	\$5.00
Selective Distinctive Ring	\$5.00
Speed Dial (30)	\$4.00
Three-Way Calling	\$4.00

4.8 Rates, (Cont'd.)

4.8.2 Collocation Expansion Areas (Non-Collocated)

T1 grade service is provided On-Net through a Company switch via an Enhanced Extended Loop from the Customer's serving Central Office to a Company collocation point. Non-T1 grade service is provided Off-Net via Unbundled Network Platform or Resale.

		Non - Recurring (New) ^{(1) (2) (3)}	Non- Recurrin g (Ported)	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr
	erve Basic Business L easured	ine (via DS1) \$37.50	\$10.00	N/A	\$10.25	\$9.50	\$9.50	ICB
P	er minute			N/A	\$0.015	\$0.015	\$0.015	ICB
B (30)	usiness Line Value Pkg -Call Forwarding Variat -Call Forwarding Busy -Call Forwarding Don't -Three-Way Calling -Customer Changeable -Call Waiting	ble Answer		N/A	\$8.95	\$8.95	\$8.95	ICB
S	ecurity Package -Caller ID/Caller ID with -Call Trace -Distinctive Ringing -Deny Terminating -Call Block -Call Waiting	n Name		N/A	\$8.95	\$8.95	\$8.95	ICB

⁽¹⁾ Applies for the initial installation (new).

⁽²⁾ Charge applies per line, per trunk, per feature, per package.

⁽³⁾ When multiple features or packages are established/changed at the same time, on the same line/trunk, only one non-recurring charge applies.

4.8 Rates, (Cont'd.)

4.8.2 Collocation Expansion Areas (Non-Collocated), (Cont'd.)

		Non - Recurring (New) ^{(1) (2) (3)}	Non- Recurrin g (Ported)	Month to Month	1 Yr.		2 Yr.	3 Yr.	5 Yr
NetS	erve Basic Business L	ine (via							
copp	er)	•	\$10.00	N/A	\$11.	25	\$11.25	\$11.25	ICB
IVI	easured	\$37.50		N/A	\$0.0	15	\$0.015	\$0.015	ICB
P	er minute								
B (30)	usiness Line Value Pkg -Call Forwarding Variat -Call Forwarding Busy -Call Forwarding Don't -Three-Way Calling -Customer Changeable -Call Waiting	ble Answer		N/A	ICB		ICB	ICB	ICB
S	ecurity Package -Caller ID/Caller ID with -Call Trace -Distinctive Ringing -Deny Terminating -Call Block -Call Waiting	n Name		N/A	ICB		ICB	ICB	ICB

⁽¹⁾ Applies for the initial installation (new).

⁽²⁾ Charge applies per line, per trunk, per feature, per package.

⁽³⁾ When multiple features or packages are established/changed at the same time, on the same line/trunk, only one non-recurring charge applies.

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4.8 Rates, (Cont'd.)

4.8.2 Collocation Expansion Areas (Non-Collocated), (Cont'd.)

		Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
	rvice With DID					
Measured Se Nonre Monti DID Numbers	ecurring Charge nly	N/A N/A	\$395.0 0 \$500.0 0	\$295.0 0 \$450.0 0	\$195.00 \$425.00	ICB ICB
	curring Charge	N/A	U	0	\$5.00	ICB
Gro Gro	oup of 20 oup of 50	N/A N/A	\$5.00	\$5.00	\$0.50 \$1.00	ICB ICB
	ividual Ported, per	N/A N/A	\$0.50 \$1.00	\$0.50 \$1.00	\$0.10 ICB	ICB ICB
	New, per number		\$0.10 ICB	\$0.10 ICB		
Outbound Ca Nonr Mont	ecurring Charge	N/A N/A	\$0.00	\$0.00	\$0.00 \$50.00	ICB ICB
Call Forward Nonr Mont	ecurring Charge ¹	\$39.95 \$19.95	\$50.00 \$39.95	\$50.00 \$39.95	\$39.95 \$19.95	ICB ICB
ISDN PRI Nonrecurring Measured se	Charge rvice, monthly	N/A N/A	\$19.95 \$299.0	\$19.95 \$199.0	\$0.00 \$550.00	ICB ICB
DID Numbers	s ecurring Charge	N/A	0 \$595.0 0	0 \$575.0 0	\$5.00	ICB
Montl Gr	nly oup of 20	N/A N/A	\$5.00	\$5.00	\$0.50 \$1.00	ICB ICB
Inc	oup of 50 dividual Ported, per	N/A N/A	\$0.50	\$0.50	\$0.10 ICB	ICB ICB
number number	New, per	N/A N/A	\$1.00 \$0.10 ICB	\$1.00 \$0.10 ICB	\$25.00 ¹ \$50.00	ICB ICB
Inbound Call Name/Number Nonre		\$39.95	\$25.00	\$25.00	\$39.95	ICB
Montl	nly	\$19.95	\$50.00	\$50.00	\$19.95	ICB
Call Forward Nonre Monti	ecurring Charge ¹		\$39.95 \$19.95	\$39.95 \$19.95		

(

¹ Charge applies only if feature is ordered after initial installation of the service.

4.8 Rates, (Cont'd.)

4.8.2 Collocation Expansion Areas (Non-Collocated), (Cont'd.)

		1 Year Term	2 Year Term	3 Year Term	5 Year Term
Integrated T1 (Analog)					
Standard**					
Nonrecurring Charge:		\$499.00	\$399.00	\$299.00	ICB
Monthly Recurring Charge,	per	\$475.00	\$450.00	\$425.00	ICB
channel:					
Bandwidth Charge, monthly 128 kbps		\$96.00	\$96.00	\$96.00	ICB
256 kbps		\$90.00 \$145.00	\$90.00 \$145.00	\$90.00 \$145.00	ICB
384 kbps		\$172.00	\$172.00	\$172.00	ICB
512 kbps		\$219.00	\$219.00	\$219.00	ICB
768 kbps		\$299.00	\$299.00	\$299.00	ICB
Flexible					
Nonrecurring Charge:		N/A	\$399.00	\$299.00	ICB
Monthly Recurring Charge, channel:	per	N/A	\$18.83	\$18.33	ICB
Bandwidth Charge, monthly					
8 lines					
256 kbps		N/A	\$169.00	\$169.00	ICB
384 kbps		N/A	\$229.00	\$229.00	ICB
512 kbps		N/A	\$299.00	\$299.00	ICB
768 kbps		N/A	\$399.00	\$399.00	ICB
7 lines					
256 kbps		N/A	\$189.00	\$189.00	ICB
384 kbps		N/A	\$249.00	\$249.00	ICB
512 kbps		N/A	\$319.00	\$319.00	ICB
768 kbps		N/A	\$399.00	\$399.00	ICB
6 lines					
256 kbps		N/A	\$209.00	\$209.00	ICB
384 kbps		N/A	\$269.00	\$269.00	ICB
512 kbps		N/A	\$339.00	\$339.00	ICB
768 kbps		N/A	\$399.00	\$399.00	ICB

** Effective July 7, 2006 this service is grandfathered and available to existing customers only.

4.8 Rates, (Cont'd.)

4.8.2 Collocation Expansion Areas (Non-Collocated), (Cont'd.)

				1 Year Term	2 Year Term	3 Year Term	5 Year Term
NetflexXtra T1	(Digital)						
Standard** Nonrecu	ring Charge:			\$499.00	\$399.00	\$299.00	ICB
Monthly channel:	Recurring	Charge,	per	\$550.00	\$495.00	\$450.00	ICB
Bandwid 128 I	th Charge, mo	onthly		\$96.00	\$96.00	\$96.00	ICB
256				\$90.00 \$145.00	\$90.00 \$145.00	\$30.00 \$145.00	ICB
384				\$172.00	\$172.00		ICB
512	kbps			\$219.00	\$219.00		ICB
768	kbps			\$299.00	\$299.00	\$299.00	ICB
Flexible							
	ring Charge:			\$500.00 (N)	\$500.00	\$500.00	ICB
Monthly channel:	Recurring	Charge,	per	\$28.33 (N)	\$26.83	\$25.33	ICB
	annel minimu th Charge, m						
256		onuny		\$169.00 (N)	\$169.00	\$169.00	ICB
384	·			\$229.00 (N)	\$229.00	\$229.00	ICB
512				\$299.00 (N)	\$299.00	\$299.00	ICB
768	kbps			\$399.00 (N)	\$399.00	\$399.00	ICB
Supplemen	tary Services	5					
Nonr	ward Dialing ecurring Cha			\$5.00	\$5.00	\$5.00	ICB
Mon	thly Recurring Group of 2 Group of 5	0 Numbers		\$0.50 \$1.00	\$0.50 \$1.00	\$0.50 \$1.00	ICB ICB
	Individual N		•	φ1.00	φ1.00	ψ1.00	100
	Porteo New:	d:		\$0.10 ICB	\$0.10 ICB	\$0.10 ICB	ICB ICB
Outbound month	d Caller ID	Number,	per	\$50.00	\$50.00	\$50.00	ICB
Call Forw	vard on Trunk	s					
Nonr	ecurring Cha	rge ¹ :		\$39.95	\$39.95	\$39.95	ICB
Mont	thly Recurring	g Charge		\$19.95	\$19.95	\$19.95	ICB

¹ Charge applies only if feature is ordered after initial installation of the service.

** Effective July 7, 2006 this service is grandfathered and available to existing customers only.

Issued: June 7, 2006		Effective:
Issued By:	Robert J. Shanahan, President & CEO	
-	Conversent Communications of Massachusetts, Inc.	
	313 Boston Post Road West	
	Marlboro, MA 01752	

July 7, 2006

4.8 Rates, (Cont'd.)

4.8.2 Collocation Expansion Areas (Non-Collocated), (Cont'd.)

	1 Yr. Term	2 Yr. Term	3 Yr. Term	5 Year Term
Integrated ISDN PRI				
Nonrecurring Charge Voice Service, per month	\$500.00 \$650.00	\$500.00 \$595.00	\$500.00 \$550.00	ICB ICB
Bandwidth Charge, per month 128 Kbps 256 Kbps 384 Kbps 512 Kbps 768 Kbps	\$96.00 \$145.00 \$172.00 \$219.00 \$299.00	\$96.00 \$145.00 \$172.00 \$219.00 \$299.00	\$96.00 \$145.00 \$172.00 \$219.00 \$299.00	ICB ICB ICB ICB ICB
Supplementary Services				
Inbound Caller ID Name & Number Nonrecurring Charge ¹ : Monthly:	\$25.00 \$50.00	\$25.00 \$50.00	\$25.00 \$50.00	ICB ICB
Direct Inward Dialing Nonrecurring Charge: Monthly Recurring Charge	\$5.00	\$5.00	\$5.00	ICB
Group of 20 Numbers: Group of 50 Numbers: Individual Numbers	\$0.50 \$1.00	\$0.50 \$1.00	\$0.50 \$1.00	ICB ICB
Ported: New:	\$0.10 ICB	\$0.10 ICB	\$0.10 ICB	ICB ICB
Call Forward on Trunks Nonrecurring Charge ¹ : Monthly Recurring Charge	\$39.95 \$19.95	\$39.95 \$19.95	\$39.95 \$19.95	ICB ICB

¹ Nonrecurring charge is only applicable when feature is added post-installation of service.

4.8 Rates, (Cont'd.)

4.8.2 Collocation Expansion Areas (Non-Collocated), (Cont'd.)

	Per
Custom Calling Features (via T1)	Month
Auto Call Back	\$2.00
Auto Re-Call	\$2.00
Call Block	\$1.50
Call Forward Variable	
Initial path:	\$4.00
Additional paths, each	\$4.00
Call Forward Busy/No Answer	
Initial path:	\$3.00
Additional paths, each	\$3.00
Call Trace	\$2.50
Call Waiting	\$4.00
Caller ID	\$4.00
Caller ID with Name	\$5.00
Deny Termination	\$2.50
Distinctive Ring	\$5.00
Remote Activation of CF	\$2.00
Ring Mate	\$5.00
Selective Call Acceptance	\$5.00
Selective Call Forwarding	\$5.00
Selective Call Rejection	\$5.00
Selective Distinctive Ring	\$5.00
Speed Dial (30)	\$4.00
Three-Way Calling	\$4.00

4.8 Rates, (Cont'd.)

4.8.2 Collocation Expansion Areas (Non-Collocated), (Cont'd.)

Custom Calling Features (via copper)	Per Month
Auto Call Back	ICB
Auto Re-Call	ICB
Call Block	ICB
Call Forward Variable	
Initial path:	ICB
Additional paths, each	ICB
Call Forward Busy/No Answer	
Initial path:	ICB
Additional paths, each	ICB
Call Trace	ICB
Call Waiting	ICB
Caller ID	ICB
Caller ID with Name	ICB
Deny Termination	ICB
Distinctive Ring	ICB
Remote Activation of CF	ICB
Ring Mate	ICB
Selective Call Acceptance	ICB
Selective Call Forwarding	ICB
Selective Call Rejection	ICB
Selective Distinctive Ring	ICB
Speed Dial (30)	ICB
Three-Way Calling	ICB

4.8 Rates, (Cont'd.)

4.8.3 Off-Net Service Areas

All service is provided Off-Net via Unbundled Network Platform or Resale.

	Non - Recurring (New) ^{(1) (2) (3)}	Non- Recurring (Ported)	Month to Month	1 Yr.	2 Yr .	3 Yr.	5 Yr
NetServe Basic Business Measured Rate Per Call Per minute rate	Line \$50.00	\$10.00	\$12.50 \$0.010 \$0.016	\$12.50 \$0.010 \$0.016	\$12.50 \$0.010 \$0.016	\$12.50 \$0.01 \$0.016	ICB ICB ICB
Flat Rate	\$50.00		\$37.50	\$37.50	\$37.50	\$37.50	ICB
NetServe DPA Service Per minute	ICB	ICB	ICB ICB	ICB ICB	ICB ICB	ICB ICB	ICB ICB
Remote Call Forwarding Per initial or addl. path:			\$16.25	\$16.25	\$16.25	\$16.25	ICB
Business Line Value Pkg. -Call Forwarding Variable -Call Forwarding Busy -Call Forwarding Don't Answ -Three-Way Calling -Customer Changeable Spe (30)			ICB	ICB	ICB	ICB	ICB
Security Package -Caller ID/Caller ID with Nar -Call Trace -Distinctive Ringing -Deny Terminating -Call Block	ne		ICB	ICB	ICB	ICB	ICB

(1) Applies for the initial installation (new).

⁽²⁾ Charge applies per line, per trunk, per feature, per package.

⁽³⁾ When multiple features or packages are established/changed at the same time, on the same line/trunk, only one non-recurring charge applies.

4.8 Rates, (Cont'd.)

4.8.3 Off-Net Service Areas, (Cont'd.)

	Non - Recurring (New) (1) (2) (3)	Non- Recurring (Ported)	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
NetServe PBX Trunk							
Measured Rate, per trunk	\$50.00	\$10.00	\$12.50	12.50	\$12.50	\$12.50	ICB
Security Package			ICB	ICB	ICB	ICB	ICB
Netflex T-1 Service With DID Measured Service DID Group of 20 DID Group of 50 DID Individual Numbers Ported New	ICB ICB ICB ICB	ICB	ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB
ISDN PRI Measured service DID Group of 20 DID Group of 50 DID Individual Numbers Ported New	ICB ICB ICB	ICB	ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB	ICB ICB ICB ICB

⁽¹⁾ Charge applies per line, per trunk, per feature, per package.

⁽²⁾ When multiple features or packages are established/changed at the same time, on the same line/trunk, only one non-recurring charge applies.

⁽³⁾ Applies for changes made, once the service has been established.

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4.8 Rates, (Cont'd.)

4.8.3 Off-Net Service Areas, (Cont'd.)

Custom Calling Features	Per Month
Auto Call Back	\$2.50
Auto Re-Call	\$2.50
Call Block	ICB
Call Forward Variable	\$4.95
Call Forward Busy/No Answer	\$3.95
Call Trace	\$3.50
Call Waiting	\$5.25
Caller ID	\$5.25
Caller ID with Name	\$6.00
Deny Termination	ICB
Distinctive Ring	ICB
Remote Activation of CF	\$2.50
Ring Mate	\$6.25
Selective Call Acceptance	ICB
Selective Call Forwarding	ICB
Selective Call Rejection	ICB
Selective Distinctive Ring	ICB
Speed Dial (30)	\$5.95
Three-Way Calling	\$4.95

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SECTION 5 - TOLL SERVICES

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5. TOLL SERVICES

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5.3	Flat Rate Inbound Service	2
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* Changes indicated on this page are to be implemented effective March 5, 2003.

SECTION 5 - TOLL SERVICE, (Cont'd.)

5.1 General

Intrastate toll service is available only to Customer's of the Company's local exchange services as described in Section 4 of this tariff.

5.2 Flat Rate Outbound Service

Flat Rate Outbound Service is a direct dial outbound service. Rates are not time-of-day or distance sensitive. InterLATA calls are billed in six (6) second increments, with an initial period for billing purposes of six (6) seconds. IntraLATA calls are billed in one (1) second increments after an initial period, for billing purposes, of thirty (30) seconds.

Through On-Net local exchange service	<u>Rate Per Minute</u>
InterLATA	\$0.065
IntraLATA toll	\$0.05
Through Off-Net local exchange service	
InterLATA	\$0.070
IntraLATA	
Per Call	\$0.010
Per Minute - LATA 128	\$0.070
Per Minute - LATA 126	\$0.050

5.3 Flat Rate Inbound Service

*

Flat Rate Switched Toll Free service is an inbound calling service (e.g.: 800/888/877). InterLATA calls are billed in six (6) second increments, with an initial period for billing purposes of six (6) seconds. IntraLATA calls are billed in one (1) second increments after an initial period, for billing purposes, of thirty (30) seconds. Rates are not time-of-day or distance sensitive. Calls originate from any intrastate location over a toll free number and terminate to a Customerprovided residential or business access line. Call charges are billed to the Subscriber rather than to the originating caller.

Through On-Net local exchange service	Rate Per Minute
InterLATA	\$0.065
IntraLATA toll	\$0.065
Through Off-Net local exchange service	Rate Per Minute
InterLATA	\$0.070
IntraLATA	\$0.070
Material previously located on this page now found on	n Page 3, Section 5
Changes indicated on this page are to be implement	tod offective March 5 200

SECTION 5 - TOLL SERVICE, (Cont'd.)

5.4 Travel Card Service

Travel Card Service is available to Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with an initial period for billing purposes of thirty (30) seconds.

Rate per minute:

\$0.25

Material appearing on this page previously located on Page 2, Section 5

Changes indicated on this page are to be implemented effective March 5, 2003.

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SECTION 6 - OPERATOR SERVICES

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6. OPERATOR SERVICES

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SECTION 6 - OPERATOR SERVICES, (Cont'd.)

6.1 Directory Assistance

A customer may obtain Directory Assistance in determining telephone numbers within its local calling area or intraLATA by calling the Directory Assistance operator. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge does not apply for Directory Assistance calls for numbers which are non-listed or nonpublished nor shall they be included in the ten (10) call allowance. In all other cases the Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number, except as follows:

- 1. Calls placed from a registered main telephone exchange line where a user because of a functional disability is unable to obtain telephone numbers from a directory; a registered business main telephone exchange line of a disabled customer where assistance is otherwise not available. Disability includes, but is not limited to, the legally blind, or visually or physically handicapped as defined by The Federal Register, Volume 35, No. 126.
- 2. Calls placed from qualified hospitals where telephones are provided in a majority of patient rooms (includes calls placed over toll access lines or toll terminals). A hospital is considered qualified if it is currently able to meet the registration requirements of the American Hospital Association; however, it is not necessary for the hospital to be so registered.
- 3. Calls placed from pay telephones.
- 4. Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- 5. Calls requesting a number that is not published or not listed.
- 6. Calls originating from exchange lines of the Commonwealth of Massachusetts or its political subdivisions

6.1 Directory Assistance, (Cont'd.)

6.1.1 Call Allowance

In order to make allowance for a reasonable need for Directory Assistance service including newly assigned numbers not yet found in the directory, directory inaccessibility and other similar conditions, an allowance consisting of ten (10) directly dialed calls per month is provided for each business and each PBX trunk line to which a Customer subscribes. The call allowance for Centrex main station lines is ten (10) calls per equivalent number of PBX trunks as specified in Bell Atlantic – Massachusetts Tariff No. 10, Part H, Section 4.

6.1.2 Credits

A credit will be given for calls to Directory Assistance under the following circumstances:

- 1. The Customer experiences poor transmission or is cut-off during the Call; or
- 2. The Customer is given an incorrect telephone number.

6.1.3 Rates

04 50 (II)	Directly dialed DA calls in excess of call allowance, For listing within Customer's LATA, each For Massachusetts listing outside Customer's LATA	\$1.25
\$1.50 (I)	Calls via local or MTS operator in excess of call allowance, each	\$1.25

6.2 Operator Assistance

Conversent's Operator Assisted Calling is available to presubscribed Customers and for use by transient end users from Aggregator locations.

Traffic aggregators (e.g., hotels and hospitals) are required to post a Company-provided consumer information label or placard at all telephone locations. Violation of this requirement could result in disconnection of the traffic aggregator's service.

- **6.2.1** A customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:
 - .1 <u>Third Number Billing:</u> Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
 - .2 <u>Collect Calls:</u> Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
 - .3 <u>Calling Cards:</u> Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.
 - .4 <u>Person to Person</u>: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
 - .5 <u>Station to Station:</u> Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.
 - .6 <u>General Assistance</u>: The Customer has the option to request general information from the operator, such as dialing instruction, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

6.2 Operator Assistance, (Cont'd.)

6.2.2 Operator Assisted Surcharges

The following surcharges will be applied in addition to the applicable rates in Section 4 of this tariff:

	Per Call Charges
Operator Dialed	
Station-to-Station	\$1.50
Calling Card	\$1.05
Collect	\$1.00
Bill to Third Number	\$1.00
Person-to-person	\$3.16
Customer Dialed	
Calling Card	\$0.44
Collect	\$1.00
Bill to Third Number Mechanized	\$1.00
Person-to-person	\$2.63

6.3 Busy Line Verification

6.3.1 General

Busy Line Verification and Busy Line Verification with Interrupt are furnished for Customers requesting line status verification or interruption of a specific exchange access line. Service is provided where and to the extend that facilities permit.

- .1 <u>Busy Line Verification:</u> Upon request of the calling party, the Company will determine if the line is clear or in use" and report to the calling party.
- **.2** <u>Busy Line Verification with Interrupt:</u> The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

6.3.2 Responsibility of the Customer

.1 Liability

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call.

6.3.3 Application of Rates and Charges

- .1 Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
 - (a) The operator verifies that the line is busy with a call in progress.
 - (b) The operator verifies that the line is available for incoming calls.
 - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. The following charge will apply for both verification and interruption:

6.3 Busy Line Verification, (Cont'd.)

6.3.3 Application of Rates and Charges, (Cont'd.)

- **.2** Busy line verification and busy line interrupt charges are not applicable to calls placed from police and fire departments or from Customers who assert that the request is made in an emergency.
- .3 The charge does not apply when verification indicates a trouble status on the line requiring repair of Company equipment or facilities.
- .4 The charge applies each time the operator verifies a called line.
- .5 Other Charges

If the line verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the applicable operator incremental charge applies in addition to the busy line verification or busy line interrupt charge(s).

6.3.4 Rates and Charges

Busy Line Verification	<u>Per request</u> \$1.12
Busy Line Interrupt with verification	\$2.25

6.4 Operator Call Completion Service

6.4.1 General

This service provides Customers who have received a requested intraLATA telephone number from directory assistance service, the option of having an intraLATA call dialed and completed to that requested telephone number, where suitable facilities exist.

Operator Call Completion is available with all telephone numbers in the company's directory assistance service data base except the following numbers:

InterLATA numbers 700, 800/888 toll free numbers and 900 numbers 976 and 540 numbers 920 and 970 numbers 550 numbers Nonpublished service numbers

For Customers requesting more than one directory assistance number, the Operator Call Completion option is available only to the last telephone number requested.

6.4.2 Application of Rates and Charges

The charge for Operator Call Completion is in addition to the applicable direct dialed or operator assisted directory assistance service rates, local usage charges, Message Telecommunications Service (MTS) rates, and calling card, travel card, collect and bill to third number incremental charges.

The charge for Operator Call Completion applies for each call dialed and completed for the Customer except when the calling party is identified as being handicapped and unable to dial the call because of the handicap.

6.4.3 Rates and Charges

Per each call dialed and completed \$0.35

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SECTION 7 -DIRECTORY LISTING SERVICES

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SECTION 7 -DIRECTORY LISTING SERVICES

7.1 General Terms and Conditions

- **7.1.1** The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing
- **7.1.2** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- **7.1.3** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- **7.1.4** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdrew any listing which is found to be in violation of it s rules with respect thereto.
- **7.1.5** In order for listings to appear in an upcoming directory. the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

7.2 Directory Listing Service

7.2.1 General

Rates and regulations for listing service are applicable only to listings in the alphabetical directories.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgement of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

7.2.2 Listings

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The additional directory listing charge commences with the delivery date of the issue of the directory in which the listing first appears. The monthly rate for an additional listing commences the day after the directory assistance records are posted.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the customer, with a minimum service period of one month.

7.2 Directory Listing Service, (Cont'd.)

7.2.3 Nonpublished Service

Nonpublished service means that the customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

7.2 Directory Listing Service, (Cont'd.)

7.2.4 Nondirectory Listed Service

Nondirectory listed service means that the customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

7.2 Directory Listing Service, (Cont'd.)

7.2.5 Rates

	Monthly	Nonrecurring Charge
Additional Listing, each listing	\$4.00	*
Non-published service, each listing	\$4.95	*
Non-directory listed service, per listing	\$3.00	*

* Service charge applies in addition to monthly charges for additions or changes to service.

SECTION 8 - CENTREX SERVICES

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SECTION 8 - CENTREX SERVICES

NetServe Centrex 8.1

8.1.1 Description

NetServe Centrex is a Centrex service that provides the Customer with multiple individual voice upgrade telephone communications channels, each of which can be used to place or receive one call at a time. NetServe Centrex Station Lines are provided for connection of Centrex-compatible, Customer-provided station sets to the public switched telecommunications network.

.1 Service Availability

- Α. Service is available in exchange areas as defined in Application of Tariff and Services Areas, Page 5 of this tariff.
- NetServe Centrex Service is available to Off-Net Customers on an Β. Individual Contract Basis (ICB) only.

8.1.2 **General Regulations**

NetServe Centrex is provided in combination with other Company-provided .1 services.

.2 Station Line Charges

NetServ Centrex Station Lines are charged on a monthly basis.

.3 Usage Charges

Measured service rates in Section 4 apply.

.4 Service includes Touch Tone capability.

.5 Pay-Per-Call Service Blocking

Basic Exchange Service cannot be used to originate calls to Pay-Per-Call services (e.g.,: 900 and 976). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company unless a written request to remove blocking is attached to the Service Order.

Changes indicated on this page are to be implemented effective March 5, 2003

8.1 NetServe Centrex, Cont'd.

8.1.3 System Features

.1 Standard System Features

The following call processing features are standard in NetServe Centrex and are provided under control of the common equipment of the central office switching system.

<u>Touch Tone:</u> Provides for the origination of calls by means of instruments equipped for tone-type address signaling over special central office facilities.

<u>Full Network Access (Squared System):</u> There is no pre-defined limit on the number of exchange access or intercom calls active at any one time.

Free Calling within Group

<u>Direct Inward Dialing:</u> Arrangement which allows an incoming call to reach a CES station without attendant assistance.

<u>Individual Dialing Plan:</u> Provides the ability to interpret dialed digits according to Customer specific dialing sequences.

<u>Intercom Dialing:</u> Permits the customer to dial an access code to reach another CES station without having to dial 7 digits.

Full Semi, Un-restricted Station Capability

Fully Restricted:	Allows only station-to-station (intercom) calling
	capabilities.
Semi-Restricted:	Allows access to the exchange network only for local
	calling.

Unrestricted: Allows access to the exchange network, the toll network or any service accessible by dialing.

<u>Access Treatment Screening:</u> Stations can be individually allowed or disallowed access to system features.

<u>Attendant Capabilities :</u> Attendants may be designated to handle incoming, internal, and other call types with various special telephone consoles.

<u>Centralized Attendant Services:</u> For multi-location customers, the attendants can be located in only one location.

<u>Flexible Night Service:</u> Provides the ability to forward each listed directory number to a unique customer changeable night directory number.

8.1 NetServe Centrex, Cont'd.

8.1.3 System Features, Cont'd.

.1 Standard System Features, Cont'd.

<u>Call Forwarding Variable:</u> Allows a station line to have incoming calls forwarded to another line within the system or to telephone numbers outside the system.

<u>Call Forwarding Busy:</u> Allows for the automatic routing of incoming calls to a preselected station line when the called station line is busy.

<u>Call Forwarding No Answer:</u> Allows for the automatic routing of incoming calls to a preselected station line when the called telephone does not answer within a predetermined number of rings.

<u>Call Waiting/Cancel Call Waiting:</u> Provides a tone signal to indicate to a user already engaged in a telephone call that a second caller is attempting to dial in. Cancel Call Waiting allows for disabling of Call Waiting for the duration of an outgoing telephone call.

<u>3-Way Conference Calling:</u> Allows the station user to place an existing call on hold and dial the telephone number of a third-party, and then connect all parties.

<u>Speed Dial 30</u>: Allows a user to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

<u>Distinctive Ringing:</u> Allows incoming calls from up to six (6) different telephone numbers to have a different ring pattern on the Subscriber's line.

<u>Call Trace:</u> Will trace a "prank" or threatening call, and record the call detail, including the Subscriber's number and the number of the caller. This information is for law enforcement use only.

Call Transfer Allows the subscriber to transfer calls to another phone.

<u>Call Hold:</u> Allows the Subscriber to hand up the phone without losing the caller.

<u>Call Pick-Up:</u> Allows the Subscriber to "pick-up" an incoming call from another phone line in their Centrex group.

Some material now found on this page previously found on Page 5

8.1 NetServe Centrex, Cont'd.

- 8.1.3 System Features, Cont'd.
 - .2 [Reserved for Future Use]

.3 **Centrex Premium Bundle**

Auto Call Back: Automatically redials the last incoming call.

Caller ID: Provides the station user with the telephone number of the calling party before answering the phone.

Selective Call Acceptance: Allows the Customer to create a list of telephone numbers from which the Customer is willing to accept calls. List parameter is 31.

Selective Call Rejection: Allows the Customer to create a list of telephone numbers from which the Customer does not wish to receive calls. Calls from telephone numbers on the Customer's list are sent to an announcement that informs the caller that the Customer is not receiving calls at this time. List parameter is 16.

Selective Call Forwarding: Allows the Customer to create a list of "selected" telephone numbers that the Customer wants to be forwarded to another number. Calls from the telephone numbers on the Customer's list will be forwarded to the number the Customer has designated. List parameter is 16.

Selective Distinctive Ring: Differentiates incoming calls by signaling the Customer with a distinctive ringing pattern.

Auto Re-Call: Automatically dials a busy number for up to 30 minutes until it's available.

Optional Features .4

The features in this section are available on an individual basis month-tomonth. All features are provided subject to availability of facilities.

Auto Call Back: Automatically re-dials the last caller.

Auto Re-Call: Automatically dials a busy number for up to 30 minutes until it's available.

Some material previously found on this page now found on Page 4

8.1 NetServe Centrex, Cont'd.

8.1.3 System Features, Cont'd.

.4 Optional Features, Cont'd.

Caller ID: Displays the calling party number on incoming calls.

<u>Caller ID with Name</u>: Displays the calling party name and number on incoming calls.

<u>Deny Termination</u>: Incoming calls from up to 10 different telephone numbers will be blocked and not allowed to terminate to or ring the Subscriber's line.

<u>Remote Activation of Call Forward Variable:</u> Provides the Subscriber remote accessibility to the call forward feature. Call in from any telephone to activate, deactivate, or change the forward to number.

<u>Ring Mate:</u> Allows the subscriber to have up to 3 different telephone numbers associated with their line. Calls placed to each telephone number will result in a different ring pattern on the Subscriber's line.

<u>Selective Call Acceptance:</u> Allows the Subscriber to determine (and manage)which incoming calls will be accepted, based on the calling party telephone numbers that have been entered in a screening list (in the Conversent switch). Only calls from the telephone numbers that match a number in the screening list will be allowed to complete. Calls that are not accepted will be sent to an announcement, or may be forwarded to an alternate number.

<u>Selective Call Forwarding:</u> Allows the Subscriber to determine (and manage) which incoming calls will be forwarded to which predetermined telephone number, based on the calling party telephone numbers that have been entered in a list (in the Conversent switch).

<u>Selective Call Rejection:</u> Allows the Subscriber to determine (and manage) which incoming calls will be blocked, based on the calling party telephone numbers that have been entered in a screening list (in the Conversent switch).

<u>Selective Distinctive Ring:</u> Allows the Subscriber to determine (and manage) which incoming calls will receive a distinctive ringing pattern, based on the calling party telephone numbers that have been entered in a screening list (in the Conversent switch).

8.1 NetServe Centrex, Cont'd.

8.1.4 On-Net Rates

Standard System Touch Tone Full Network Access Free Calling Within Group Direct Inward Dialing Individual Dialing Plan Intercom Dialing Full, Semi, Un-Restricted Stations Access Treatment Screening Attendant Capabilities Centralized Attendant Services Flexible Night Service Call Forwarding Variable Call Forwarding Busy	Non- Recurring Charge \$45.00	Month To Month \$18.00	1 Yr. \$15.85	2 Yr. \$13.25	3 Yr. \$11.45	5 Yr. \$10.50
Call Forwarding No Answer Call Hold Call Pick-Up Call Trace Call Transfer Call Waiting/Cancel Call Waiting (C) Distinctive Ringing 3 Way Conference Calling Speed Dial 30		\$14 Q5	\$14.05	\$14.05	\$14.05	\$14.05
Centrex Premium Bundle Selective Call Acceptance Selective Call Rejection Selective Call Forwarding Selective Distinctive Ring Caller ID Auto Re-Call Auto Call Back		\$14.95	\$14.95	\$14.95	\$14.95	\$14.95

*

Changes indicated on this page are to be implemented effective March 5, 2003

8.1 NetServe Centrex, Cont'd.

*

8.1.4 On-Net Rates, (Cont'd.)

	Non- Recurring Charge	Month To Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
Optional Features						
Auto Call Back		2.00	2.00	2.00	2.00	2.00
Auto Re-Call		2.00	2.00	2.00	2.00	2.00
Call Block		1.50	1.50	1.50	1.50	1.50
Caller ID		4.00	4.00	4.00	4.00	4.00
Caller ID with Name		5.00	5.00	5.00	5.00	5.00
Deny Termination		2.50	2.50	2.50	2.50	2.50
Remote Activation of		2.00	2.00	2.00	2.00	2.00
Call Forward Variable						
Ring Mate		5.00	5.00	5.00	5.00	5.00
Selective Call Acceptance		5.00	5.00	5.00	5.00	5.00
Selective Call Forwarding		5.00	5.00	5.00	5.00	5.00
Selective Call Rejection		5.00	5.00	5.00	5.00	5.00
Selective Distinctive Ring		5.00	5.00	5.00	5.00	5.00
Call Transfer Deluxe		4.00	4.00	4.00	4.00	4.00

Changes indicated on this page are to be implemented effective March 5, 2003.

8.2 RealBusiness \$ense Centrex Service

RealBusiness \$ense Centrex Service provides business Customers with voice-grade local exchange lines controlled via dial switching equipment located in the Company central office and access to toll and long distance calling. Customers have the option of selecting a Call Plan that includes unlimited local, unlimited local and intraLATA toll or unlimited local, intraLATA, interLATA and interstate toll service for a flat monthly rate. Customers who opt for a Call Plan that does not include unlimited intraLATA, interLATA or interstate service will be billed for those services on a usage basis.

DSL Service is available as an option.

Inbound toll free calling is available on a usage basis.

8.2.1 System Features

- .1 <u>Standard Features</u> RealBusiness \$ense Centrex Service includes the following standard features:
 - Call Forward Variable Call Forward Busy/NA Three Way Calling Speed Dial 30 Call Waiting Call Trace Distinctive Ring Call Transfer Call Hold Call Pick-up
 - .2 <u>Optional Features</u> Optional features listed in Section 8.1 of this tariff are available at the tariffed rates.

8.2.2 Call Plans

- .1 <u>Unlimited Local</u> Includes unlimited local usage within the local calling area.
- .2 <u>Unlimited Local and IntraLATA Toll</u> Includes unlimited local and direct dial outbound intraLATA toll usage.
- .3 <u>Unlimited Local, IntraLATA, InterLATA and Interstate Toll</u> Includes unlimited local, direct dial outbound intraLATA, interLATA and interstate toll usage and calling to Canada.

8.2 RealBusiness \$ense Centrex Service, (Cont'd.)

8.2.3 Terms and Conditions

- .1 RealBusiness \$ense Centrex Service is offered to On-Net Customers only subject to the availability of facilities.
- .2 Service is offered on a term basis with term periods of one (1), two (2) and three (3) years.

.3 All Customer lines for a single location must be subscribed to the same Call Plan.

- .4 Reserved for future use.
- .5 All lines must be presubscribed to Conversent for local, intraLATA, interLATA and interstate international service regardless of the call plan selected.
- .6 Outbound toll calling billed on a usage basis is billed in the standard one (1) second increments after an initial period of thirty (30) seconds for intraLATA calls and in the standard six (6) second increments for interLATA calls.
- .7 Inbound toll-free calling is offered on a usage basis only. IntraLATA calls are billed in the standard one (1) second increments after an initial period of thirty (30) seconds. InterLATA calls are billed in the standard six (6) second increments.
- .8 Conversent will not provide call detail for unlimited service plans. Minutes of use will be provided.
- .9 Customers will be assessed a \$50.00 change fee per service order for switching their lines to a different RealBusiness \$ense Call Plan.
- .10 Customers cannot use Conversent's RealBusiness \$ense Centrex with lines used for dial-up Internet access or lines connected to modems. In addition, Customers cannot use RealBusiness \$ense Centrex with lines used for outbound telemarketing or call centers. This includes automatic dialer systems/equipment.

8.2 RealBusiness \$ense Centrex Service, (Cont'd.)

8.2.4 Integrated DSL Option

A. Description

Integrated DSL, an integrated voice and ADSL Internet service bundled over a single twisted pair. is available as an option. Integrated DSL uses Asynchronous Transfer Mode (ATM) with voice compression and dynamic bandwidth allocation in providing service over a single pair with voice always taking precedence over Internet traffic. ADSL speeds will be up to 1.5 Mbps downstream and 512 kbps upstream. Bandwidth is dynamically allocated and will be reduced from 80 kbps to 1.2 Mbps downstream and 80 kbps to 192 kbps upstream depending on the number of Basic Business Lines that are simultaneously off-hook.

B. Terms and Conditions

.1 Subscribers must maintain a minimum of two (2) Centrex Lines throughout the duration of the term agreement. The standard early termination charge will apply to Subscribers who fall below the minimum.

C. Limitations

See Section 4.5.5.D of this tariff.

8.2 RealBusiness \$ense Centrex Service, (Cont'd.)

8.2.5 Rates

	<u>1 Yr.</u> <u>Term</u>	<u>2 Yr.</u> <u>Term</u>	<u>3 Yr.</u> Term
Voice Lines Nonrecurring Charges, per line: New Line: Ported Line:	\$45.00 \$10.00	\$45.00 \$10.00	\$45.00 \$10.00
Monthly Recurring Charges, per line Unlimited Local Only Plan: Unlimited Local and IntraLATA Plan: Unlimited Local, IntraLATA, InterLATA & Interstate Plan:	\$26.98 \$30.24 \$40.98	\$25.98 \$29.24 \$39.98	\$24.98 \$28.24 \$38.98
IntraLATA and InterLATA Toll Usage Outbound, per minute: Inbound Toll Free, per minute:	\$0.050 \$0.050	\$0.050 \$0.050	\$0.050 \$0.050
Integrated DSL Option Nonrecurring Charge, per line: Monthly Recurring Charge, per line:	\$75.00 \$34.95	\$75.00 \$32.95	\$75.00 \$29.95

8.3 RealBusiness \$ense Flexible Integrated T-1 with Centrex

RealBusiness \$ense Flexible Integrated T-1 with Centrex offers business customers with Centrex controlled voice lines and data service over a T-1 line.

Customers have the option of selecting a Call Plan that includes unlimited local, unlimited local and intraLATA toll or unlimited local, intraLATA, interLATA and interstate toll service for a flat monthly rate. Customers who opt for a Call Plan that does not include unlimited intraLATA, interLATA or interstate service will be billed for those services on a usage basis.

Inbound toll free calling is available on a usage basis.

8.3.1 System Features

- .1 <u>Standard Features</u> RealBusiness \$ense Flexible Integrated T-1 with Centrex includes the following standard features:
 - Call Forward Variable Call Forward Busy/NA Three Way Calling Speed Dial 30 Call Waiting Call Waiting Call Trace Distinctive Ring Call Transfer Call Hold Call Pick-up
 - .2 <u>Optional Features</u> Optional features listed in Section 8.1 of this tariff are available at the tariffed rates.

8.3.2 Call Plans

- .1 <u>Unlimited Local</u> Includes unlimited local usage within the local calling area.
- .2 <u>Unlimited Local and IntraLATA Toll</u> Includes unlimited local and direct dial outbound intraLATA toll usage.
- .3 <u>Unlimited Local, IntraLATA, InterLATA and Interstate Toll</u> Includes unlimited local, direct dial outbound intraLATA, interLATA and interstate toll usage and calling to Canada.

8.3 RealBusiness \$ense Flexible Integrated T-1 with Centrex, (Cont'd.)

8.3.3 Terms and Conditions

- .1 RealBusiness \$ense Flexible Integrated T-1 with Centrex is offered to On-Net Customers only subject to the availability of facilities.
- .2 Service is offered on a term basis with term periods of one (1), two (2) and three (3) years.
- .3 All Customer lines for a single location must be subscribed to the same Call Plan.
- .4 All lines must be presubscribed to Conversent for local, intraLATA, interLATA, interstate and international service regardless of the call plan selected.
- .5 Outbound toll calling billed on a usage basis is billed in the standard one (1) second increments after an initial period of thirty (30) seconds for intraLATA calls and in the standard six (6) second increments for interLATA calls.
- .6 Inbound toll-free calling is offered on a usage basis only. IntraLATA calls are billed in the standard one (1) second increments after an initial period of thirty (30) seconds. InterLATA calls are billed in the standard six (6) second increments.
- .7 Conversent will not provide call detail for unlimited service plans. Minutes of use will be provided.
- .8 Customers will be assessed a \$50.00 change fee per service order for switching their lines to a different RealBusiness \$ense Call Plan.
- .9 Customers cannot use Conversent's RealBusiness \$ense Flexible Integrated T-1 with Centrex with lines used for dial-up Internet access or lines connected to modems. In addition, Customers cannot use this service with lines used for outbound telemarketing or call centers. This includes automatic dialer systems/equipment.

8.3 RealBusiness \$ense Flexible Integrated T-1 with Centrex, (Cont'd.)

8.3.4 Rates

	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>
	<u>Term</u>	Term	<u>Term</u>
Nonrecurring Charges, per line	¢500.00	¢500.00	¢500.00
T-1 Line: Voice Line, per line	\$500.00	\$500.00	\$500.00
New Line:	\$45.00	\$45.00	\$45.00
Ported Line:	\$10.00	\$10.00	\$10.00
r once Eine.	φ10.00	φ10.00	φ10.00
Bandwidth Charge, per month			
128 kbps:	\$179.00	\$159.00	\$139.00
256 kbps:	\$189.00	\$169.00	\$149.00
384 kbps:	\$199.00	\$179.00	\$159.00
512 kbps:	\$209.00	\$189.00	\$169.00
768 kbps:	\$249.00	\$229.00	\$209.00
1,024 kbps	\$309.00	\$289.00	\$269.00
Voice Line, per line, per month			
Unlimited Local Only Plan:	\$38.56	\$37.56	\$36.56
Unlimited Local and IntraLATA Plan:		\$40.82	\$39.82
Unlimited Local, Intrastate & Inter		\$51.56	\$50.56
Plan:		<i>v</i> vvv	<i>400.00</i>
IntraLATA and InterLATA Toll Usage			
Outbound, per minute:	\$0.050	\$0.050	\$0.050
Inbound Toll Free, per minute:	\$0.050	\$0.050	\$0.050

8.4 RealBusiness Integrated DSL with Centrex

8.4.1 Description

RealBusiness Integrated DSL with Centrex is an integrated voice and ADSL Internet service bundled over a single twisted pair. RealBusiness Integrated DSL uses Asynchronous Transfer Mode (ATM) with voice compression and dynamic bandwidth allocation in providing service over a single pair with voice always taking precedence over Internet traffic. ADSL speeds will be up to 1.5 Mbps downstream and 512 kbps upstream. Bandwidth is dynamically allocated and will be reduced from 80 kbps to 1.2 Mbps downstream and 80 kbps to 192 kbps upstream depending on the number of Basic Business Lines that are simultaneously off-hook.

Service is offered as a bundled DSL, local exchange and long distance service via Centrex controlled lines.

8.4.2 Terms and Conditions

- .1 Subscribers must presubscribe to Conversent for intraLATA, InterLATA, interstate and international service.
- .2 Local exchange calls are billed in the standard six (6) second billing increments, intraLATA calls in the standard one (1) second increments after an initial period of thirty (30) seconds and interLATA calls in the standard six (6) second increments.
- .3 Service is offered on a term basis with term periods of one (1), two (2) and three (3) years.
- .4 Subscribers must maintain a minimum of two (2) Centrex lines throughout the duration of the term agreement. The standard early termination charge will apply to Subscribers who fall below the minimum.
- .5 RealBusiness Integrated DSL with Centrex is available only to On-Net Subscribers served directly from a Conversent collocation.

8.4 RealBusiness Integrated DSL with Centrex, (Cont'd.)

8.4.3 Limitations

See Section 4.5.5.D of this tariff.

8.4.4 Rates

	<u>1 Yr. Term</u>	<u>2 Yr. Term</u>	<u>3 Yr. Term</u>
Nonrecurring Charges, per line			
Integrated DSL Service	\$75.00	\$75.00	\$75.00
Voice Lines			
New Line:	\$45.00	\$45.00	\$45.00
Ported Line:	\$10.00	\$10.00	\$10.00
Monthly Recurring Charges			.
Measured Rate Voice Line, per line:	\$15.85	\$13.25	\$11.45
Integrated DSL Service, per line:	\$34.95	\$32.95	\$29.95
Usage Charges:	¢0.045	¢0.045	ΦΟ 04 <i>Γ</i>
Local Usage, per minute:	\$0.015	\$0.015	\$0.015
IntraLATA and InterLATA Toll Usage	¢0.050	ФО О <u>Г</u> О	Φ <u>Ο</u> ΟΕΟ
Direct Dial Outbound, per minute:		\$0.050	\$0.050
Inbound Toll-Free, per minute:	\$0.050	\$0.050	\$0.050
Additional DSL Fees			
Cancellation Fee:	\$49.00		
Circuit Disconnect Fee:	\$ 4 9.00 \$250.00		
Missed Appointment Fee	\$99.00		

SECTION 9 -DIGITAL SERVICES

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[Reserved for future use]

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10.1 General

Public Telephone Services provide a Payphone Provider (PP) with a connection to the Company's switching network for the purpose of accessing measured services and features provided by the Company on Federal Communications Commission (FCC) registered Customer-owned Coin Operated Telephones (COCOTs) and Customer-owned coinless telephones.

10.2 Public Access Line (PAL)Service

10.2.1 General

PAL, which is for use with Customer Owned Coin Operated/Coinless Telephones (COCOT), is a class of main telephone exchange service offered to business Customers for use by the general public or the combined use of the Customer and his patrons. PAL is provided from the Company's central office up to and including the network interface located at the Customer's premises or other Customer arranged location and is provided only where suitable central office facilities are available.

10.2.2 Regulations

- .1 Customers with PAL are subject to all tariff regulations which apply to Customers with one-party business service.
- .2 The Customer is responsible for all rates and charges originating from or accepted at this service.
- .3 The Customer must conform to any applicable rules and regulations established by the Massachusetts D.T.E. which include the following: all customer owned coin operated/coinless telephones must have access to Directory Assistance service (411), Universal Emergency Number service (911) where offered, and be clearly marked as to ownership.

10.2 Public Access Line (PAL) Service, (Cont'd.)

10.2.3 Application of Rates and Charges

- .1 PAL rates and charges apply to the payphone and are as for one-party measured business main telephone exchange service in the exchange of connection. In addition, a monthly rate for intraLATA directory assistance service also applies, except when PAL service is provided at a city, county, state, federal or other correctional institution and the PAL Customer notifies the Company in writing that it is precluded by the institution from making directory assistance service available from the COCOT for which the PAL service is provided.
- .2 For business Customer with two or more PAL service lines, regulations as specified in Section 4 apply as well as in Bell Atlantic Massachusetts Tariff No. 10, Part A, Section 5.1.4.D. The Company reserves the right to issue a single bill for multiple payphones belonging to an individual Customer.
- .3 Local usage is charged for as specified in Section 4 for the exchange of connection.
- .4 Charges for directory assistance service and for MTS apply to calls originated from PAL.
- .5 Local service calls placed to a telephone relay service are provided without charge

10.2.4 PAL Credit

- .1 To qualify for the PAL credit, each COCOT provider must be certified by the M.D.T.E. The PAL must be connected to a COCOT telephone reasonable accessible to the customers or patrons of the location owner or to the general public, and used primarily for the purpose of vending payphone service to such end users. The location of each PAL must conform to any commission rules or regulations pertinent to certification.
- .2 The certified PAL is eligible for credit when the amount billed for telephone service during a billing period, including the charges for the PAL service line, touch tone, Curb A Charge service, directory assistance, sent-paid local and intraLATA toll usage, plus non sent-paid local and intraLATA toll usage during an associated calendar month exceeds \$75.00
- .3 The credit amount is a fixed percentage of the amount billed for the PAL service line, touch tone, Curb A Charge service, sent-paid local and intraLATA toll usage, non sent-paid local and intraLATA toll usage, and directory assistance charges. Taxes, the End User Common Line charge and any charges for services provided under any other tariffs are excluded from the calculation of the credit.

10.2 Public Access Line (PAL) Service, (Cont'd.)

10.2.5 Rates and Charges

Public Access Line Credit Contingent upon billed amount of \$75 or more	20%
Public Access Line Curb-A-Charge Service Originating Number Screening Operator Screening, Monthly per line equipped Direct Dialed Screening, Monthly per line equipped	\$0.00 \$2.50
Terminating Number Screening Options A, B or C, Monthly per line equipped, each	\$0.00

10.3 Public Access Smart-Pay Line (PASL) Service

10.3.1 General

PASL is a class of main telephone exchange service offered to payphone providers for use by the general public. PASL is provided as Basic Coin Access Line-1 and Basic Coin Access Line-2. This service is available in suitably equipped central offices where sufficient facilities exist.

10.3.2 Definitions

Dial Tone First – Enables end users to dial certain calls without requiring coin deposits, (e.g., Universal Emergency Number service).

Originating Number Screening-Operator Screening – Alerts the operator that operator handled calls and operator handled directory assistance calls may not be billed to the originating number. Calls may be placed on a calling card, collect or charge to a third number basis.

Selective Blocking – Blocks calls to 550, 554, 900, 920, 940 and 976.

Terminating Number screening – Alerts operators throughout the country that collect and third number calls cannot be billed to a particular number.

10.3 Public Access Smart-Pay Line (PASL) Service, (Cont'd.)

10.3.3 Responsibility of the Payphone Provider

- .1 Payphone providers that subscribe to PASL service are subject to all tariff regulations which apply to Customers with one-party business exchange service.
- .2 The payphone provider is responsible for all rates and charges originating from or accepted at this service.
- .3 The payphone provider must conform to any applicable rules and regulations established by the Massachusetts D.T.E. which include the following: all customer owned coin operated/coinless telephones must have access to Directory Assistance service (411), Universal Emergency Number service (911) where offered, and be clearly marked as to ownership.

SECTION 10- PUBLIC TELEPHONE SERVICES

10.3 Public Access Smart-Pay Line (PASL) Service, (Cont'd.)

10.3.4 Service Components

- .1 BCAL 1 and BCAL 2 are comprised of a network access line with dial tone first capability, coin functionalities and blocking features.
 - a. The network access line is measured and BCAL 1 is arranged for one way (outgoing) calling and BCAL 2 is arranged for two way (incoming and outgoing) calling.
 - b. The coin functionality features consist of coin timing and rating of sent paid end user calls and coin signaling. Coin signaling is used to control the disposition of the coins held in the pay telephone and consists of coin collect and coin return. Coin collect is used when a call has been completed and coin return is used if a no answer or busy condition is encountered.
 - c. The blocking features consist of originating number screening, operator screening, terminating number screening and selective blocking.

SECTION 10- PUBLIC TELEPHONE SERVICES

10.3 Public Access Smart-Pay Line (PASL) Service, (Cont'd.)

10.3.5 Coin Timing and Rating – PASL Payphone Users

- .1 Local Service 617/508 LATA Payphone-user local service usage is times on a message unit basis. The minimum initial period per local service message is two message units. Calls to exchanges or localities beyond the message unit area are timed, rated and billed on an initial and overtime basis. The initial period is one minute and the overtime period is one minute. Rates apply to each period or fraction thereof. A common rating system applies to all payphone providers.
- .3 Local Service 413 LATA Payphone-user local service is timed on an initial period and overtime basis. The initial period is five minutes or fraction thereof and each overtime period is three minutes or fraction thereof. Calls to exchanges or localities beyond the local service area are timed, rated and billed on a per message, per minute basis. Rates apply to each message and to each minute or fraction thereof. A common rating system applies to all payphone providers.
- .4 In addition to the local service charges, an incremental charge applies when the calling party places a local sent-p[aid call by dialing "O" for operator and the operator dials the called party's telephone number. This incremental charge does not apply in the following situations.

10.3.6 Application of Rates and Charges

- .1 The PASL rate includes the business dial tone line rates. In addition, a monthly rate for intraLATA directory assistance service also applies to BCAL 1 and BCAL 2.
- .2 Measured local usage is charged for as specified in Section 4 for the exchange of connection.
- .3 MTS is charged for as specified in Section 5.
- .4 Local service calls placed to a telephone relay service are provided without charge.

SECTION 10- PUBLIC TELEPHONE SERVICES

10.3 Public Access Smart-Pay Line (PASL) Service, (Cont'd.)

10.3.7 Rates and Charges

Public Access Smartline Service

BACL-1

BACL-2

Monthly Rate per Line \$19.35 \$19.35

Local Service all LATAs

Incremental Charge	
Local sent-paid call by dialing operator	\$ 0.15

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11.1 Access Services

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.

Some material now found on this page previously found in Section 11, 1st Revised Page 2

11.1 Access Services, (Cont'd.)

11.1.1 General Regulations

- .1 Carrier Access Orders for Access Service will be placed on standard Bellcore [Telcordia Technologies, Inc.] Access Service Requests (ASRs).
- .2 Access Service is provided via a dedicated trunk-side port on the Company's switched network at the digital DS-1 level.
- .3 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.

11.1.2 Rate Elements

- .1 Non-Recurring Charges: Non-Recurring charges are applied as a one-time fee normally at the time the circuit is initiated.
- .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.

Some material previously found on this page now found in Section 11, Original Page 1.1

11.1 Access Services, (Cont'd.)

11.1.2 Rate Elements, (Cont'd.)

- .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.
- .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.
 - Fixed Mileage Charge: The fixed mileage charge is a recurring (a) 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.
- Office Cross-Connect: The Office Cross-Connect provides the appropriate .5 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.
- **DS3/1 Multiplexing**: DS3/1 Multiplexing provides the conversion of a higher .6 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.
- .7 DS1 Trunk Port: The DS1 Trunk Port provides access to the Company's Switch at the Primary Distribution Node.

Some material now found on this page previously found on Original Page 2, Section 11

11.1 Access Service, (Cont'd.)

11.1.3 Rates

.1 Entrance Facility/Channel Termination

		Non-Recurring	Recurring Rate
(a)	Per DS-1	<u>Rate</u> \$180.29	\$89.79
(b)	<u>Per DS-3</u> Fixed Per ¼ Mile	\$231.38 N/A	\$824.59 \$8.64

.2 Direct-Trunked Transport

(a)	<u>DS-1</u>	<u>Non-Recurring</u> <u>Rate</u>	Recurring Rate
	Mileage Fixed, per DS-1: Per Mile, per DS-1:	\$179.33 N/A	\$43.34 \$1.38

(b) <u>DS-3</u>

Mileage		
Fixed, per DS-3:	\$228.65	\$416.14
Per Mile, per DS-3:	N/A	\$18.82

Some material previously found on this page now found on Original Page 5, Section 11

11.1 Access Service, (Cont'd.)

11.1.3 Rates, (Cont'd.)

.3 Switched Access Service - Office Cross-Connect

		Non-Recurring	Recurring
		<u>Rate</u>	<u>Rate</u>
(a)	<u>DS-1</u>	\$270.66	\$4.32
(b)	<u>DS-3</u>	\$393.44	\$39.12

.4 Switched Access Service - Multiplexing

		<u>Non-Recurring</u>	Recurring Rate
		Rate	-
(a)	<u>DS-3/1</u> [Common]	\$218.98	\$564.34
(b)	DS-1 Channel on DS-3/1	N/A	\$20.16
Multiplexer			

.5 Switched Access Service - Trunk Port

		<u>Non-Recurring</u> <u>Rate</u>	<u>Recurring</u> <u>Rate</u>
(a)	<u>DS-1</u> Initial	\$311.99	\$288.00
	Additional	\$154.84	\$288.00

11.1 Access Service, (Cont'd.)

11.1.3 Rates, (Cont'd.)

.6 Switched Access Service - Usage

Originating, per minute:	\$0.055
Terminating, per minute:	\$0.055

.7 800 Data Base Access

Per Query \$0.01

Material now found on this page previously found on Original Page 3, Section 11

Effective: May 15, 2003

11.2 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.

- **11.2.1** This service is provided to Commercial Mobile Radio Service (CMRS) providers licensed by the Federal Communications Commission (FCC).
- **11.2.2** 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.
- **11.2.3** 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.
- **11.2.4** These Regulations and Rates are in addition to the Regulations, Rate and Charges in other sections of this tariff.

11.2 Wireless Termination Service, (Cont'd.)

- **11.2.5** 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.
- **11.2.6** 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 11.2.10 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 11.2.7. The Company, at its discretion, may change the factors for a CMRS provider if there is compelling reason to do so.

11.2 Wireless Termination Service, (Cont'd.)

- 11.2.7 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.
- 11.2.8 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 noncomplying 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.

Wireless Termination Service, (Cont'd.) 11.2

11.2.9 **Rates and Charges**

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

11.2.10	Default Factors	
	IntraMTA: InterMTA:	90% 10%
	Interstate / InterMTA: Intrastate / InterMTA:	100% 0%

12. MISCELLANEOUS SERVICES

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12.1 Vanity Telephone Number

At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth under Section 2, Terms and Conditions, 2. 1.3.

The following charges apply for Vanity Telephone Numbers: ⁽¹⁾

	Non-RecurringMonthly Recurring		
Basic Business Service	N/C	N/C	
Custom Exchange Service	N/C	N/C	

12.2 Individual Case Basis

12.2.1 Individual Case Basis 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. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the Commission for approval.

⁽¹⁾ Charges apply, per number.

12.3 Special Construction

12.3.1 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 and may include: (1) non-recurring type charges: (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. If any entity other than the Company imposes charges on the Company, in addition to its own internal costs in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on the Customer provided they are contained in this tariff or contracts approved by the Commission.

12.3.2 Basis for Cost Computation

The costs referred to in 13.4.1, above, may include one or more of the following items to the extent they are applicable or as required by the Commission rules and regulations:

- .1 Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights of way;
- .2 cost of maintenance;
- .3 depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage:
- .4 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items:
- .5 license preparation, processing and related fees;
- .6 tariff preparation, processing and related fees;
- .7 any other identifiable costs related to the facilities provided; or
- .8 an amount for return and contingencies.

12.3 Special Construction, (Cont'd.)

12.3.3 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 the Customer.

- .1 The termination period is the estimated service fife of the facilities provided.
- **.2** The amount of the maximum termination liability is equal to the estimated amounts for:
 - (a) Cost installed of the facilities provided including estimated costs for arrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - **3.** transportation, and
 - **4.** rights of way;
 - (b) license preparation, processing, and related fees;
 - (c) tariff preparation, processing, and related fees;
 - (d) cost of removal and restoration, where appropriate; and
 - (e) any other identifiable costs related to the specially constructed or rearranged facilities.

12.3 Special Construction, (Cont'd.)

12.3.3 **Termination Liability**, (Cont'd.)

.3 The applicable liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined pursuant to the above paragraphs shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

12.4 Number Retention

The following charge applies whenever a customer requests to retain a telephone number. For example, a customer wishes to retain a particular number after disconnecting, to be reconnected after a period of time.

Number retention, per telephone number

Recurring Charge \$0.95

12.5 **Toll Free Service Features**

The following features are available with toll free service. Nonrecurring Charges (NRC) and Monthly Recurring Charges (MRC) may apply.

12.5.1 Basic Features

Area Code Selection - Allows blocking of incoming calls from specific Customer selected area codes.

Area Code/Exchange Selection - Allows blocking of incoming calls from specific Customer selected area codes and exchanges.

Real-Time Automatic Number Identification (ANI) - Provides the originating calling party telephone number to the inbound toll free service subscriber.

12.5 Toll Free Service Features, (Cont'd.)

12.5.2 Enhanced Features

Area Code Routing - The ability to route calls to specific terminating numbers based on originating area code

Area Code/Exchange Routing - The ability to route toll free calls to specific terminating numbers based on originating area code and exchange.

Call Allocation - The ability to route toll free calls to multiple locations on a percentage basis. The percentage is based on call attempts, not completions.

Time of Day Routing - Routing toll free calls to specific terminating numbers based on the time of day.

Day of Week Routing - Routing toll free calls to specific terminating numbers based on the day of the week.

Day of Year Routing - Routing toll free calls to specific terminating numbers based on the day of the year.

Command Routing - Command Routing allows the activation of a secondary routing plan.

12.5 Toll Free Service Features, (Cont'd.)

12.5.3 Rates

Α. **Basic Features**

All rates are per toll free number.

Feature	NRC	MRC	Change Fee
Area Code Selection	\$195.00	\$0.00	\$50.00
Area Code Exchange Selection	\$195.00 ¹	\$0.00	\$50.00
Real Time ANI Per NPA NXX delivered	\$5.00 \$0.02	\$10.00	\$0.00
800 Directory Listing	\$0.00	\$20.00	\$0.00
800 Vanity Number	N/A	\$20.00	N/A
800 Ring To Number Change	N/A	N/A	\$10.00

1 Per NPA selected at the NXX level

12.5 Toll Free Service Features, (Cont'd.)

12.5.3 Rates

B. Enhanced Features

All rates are per feature, per routing plan set¹, per toll free number

.1 Nonrecurring charges

Feature	NRC	Change Fee
Area Code Routing	\$195.00	\$195.00
Area Code Exchange Routing	\$195.00	\$195.00
Call Allocation	\$195.00	\$195.00
Time of Day Routing	\$195.00	\$195.00
Day of Week Routing	\$195.00	\$195.00
Day or Year Routing	\$195.00	\$195.00
Command Routing	\$95.00	N/A

.2 Monthly Recurring Charges

Routing Plan Sets 1 to 3 Routing Plans	MRC \$50.00
4 to 12 Routing Plans	\$395.00
13 to 99 Routing Plans	ICB

¹ 1-3 routing plans is one set with one MRC.

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SECTION 13 - PROMOTIONS

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13.1 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring charges, to introduce present or potential Customers to a service not previously received by the Customers. The Company will file such promotional offerings for tariff approval by the Commission.

13.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

13.3 Competitive Response Promotion

In order to acquire or retain Customer, the Carrier will match certain offers made by other carriers/resellers where the Customer can demonstrate to the Carrier's satisfaction that it intends to accept such offer as an inducement to subscribe to or remain subscribed to such other carrier's/reseller's services. The Company will file such promotional offerings for approval by the Commission.

13.4 Winter Olympic Promotion

New On-Net Customers who subscribe to a minimum of two (2) local NetServe Basic Business Lines and long distance service will, based upon contract term, receive a percentage discount on Netserve Basic Business Line service Monthly Recurring Charges, including a-la-carte custom calling features and custom calling feature packages, and a reduction or waiver of Nonrecurring Charges as noted below. The percentage discount is based upon and subtracted from the standard one (1) year term pricing and does not apply to FCC line charges. Local usage will be billed at the standard tariffed rate. The minimum contract term is one (1) year. Intrastate outbound long distance calling will be billed at \$0.05 per minute in the standard billing increments. This offer is available until September 1, 2002.

	NetServe Ba		
Term	Line		Long Distance
Term	MRC	NRC	Outbound Rate
	% Discount*	Per Line	Per Minute
1 Year	10%	\$10.00	\$0.05
2 Year	15%	\$0.00	\$0.05
3 Year	20%	\$0.00	\$0.05

*Off Standard 1 Year rate

13.5 Integrated T-1 Promotion

New Customers and existing NetServe Basic Business Line On-Net Customers who subscribe to Standard or Flexible Integrated T-1 Service for a two (2) or three (3) year contract term and "PIC" Conversent as their long distance provider will be billed Integrated T-1 nonrecurring and monthly recurring charges at the rates listed below. The Customer must subscribe to a minimum of 256 kbps bandwidth and 8 voice lines. Local calling will be billed at the standard tariffed rate as indicated below. Intrastate outbound calling will be billed at \$0.05 per minute in the standard billing increments. This offer is available through April 30, 2002.

Integrated T-1 - Standard	2 Year Term	3 Year Term
Nonrecurring Charge	\$199.00	\$0.00
Monthly Recurring Charges Measured Service	\$400.00	\$375.00
Bandwidth Charge 256 kbps 384 kbps 512 kbps 768 kbps	\$115.00 \$172.00 \$219.00 \$319.00	\$115.00 \$172.00 \$219.00 \$319.00
Integrated T-1 - Flexible		
Nonrecurring Charge	\$199.00	\$0.00
Monthly Recurring Charges Voice Line, per line (minimum of 8 lines)	\$18.83	\$18.33
Bandwidth Charge 256 kbps 384 kbps 512 kbps 768 kbps	\$192.00 \$259.00 \$345.00 \$490.00	\$192.00 \$259.00 \$345.00 \$490.00
Local Calling	Standard measured rate	Standard measured rate
Outbound Long Distance		
Intrastate Rate Per Minute	\$0.05	\$0.05

13.6 The Heat Is On - Summer 2002 - Integrated T-1 Promotion

The Heat Is On - Summer 2002 - Integrated T1 Promotion is a bundled local, long distance, and dedicated Internet Access Services promotion available to new, as well as existing NetServe Basic Business Line, on-net Customers who subscribe to Standard or Flexible Integrated T-1 Service and "PIC" Conversent as their long distance provider. Subscribers will be billed Integrated T-1 nonrecurring and monthly recurring charges at the rates listed below. Local calling will be billed at the standard tariffed rate. Intrastate outbound long distance calling will be billed at the rate indicated below in the standard billing increments. Inbound 8XX Service is available and will be billed at the rate indicated below in the standard billing increments. This offer is available through November 30, 2002.

Integrated T-1 - Standard	1 Year Term	2 Year Term	3 Year Term
Nonrecurring Charge	\$399.00	\$299.00	\$199.00
Monthly Recurring Charges			
Measured Service	\$450.00	\$400.00	\$375.00
Bandwidth Charge			
128 kbps	\$96.00	\$96.00	\$96.00
256 kbps	\$145.00	\$145.00	\$145.00
384 kbps	\$172.00	\$172.00	\$172.00
512 kbps	\$219.00	\$219.00	\$219.00
768 kbps	\$299.00	\$299.00	\$299.00
Integrated T-1 - Flexible			
Nonrecurring Charge	N/A	\$299.00	\$199.00
Monthly Recurring Charges			
Voice Line, per line (min. of 8 lines)	N/A	\$18.83	\$18.33
Bandwidth Charge			
256 kbps	N/A	\$192.00	\$192.00
384 kbps	N/A	\$259.00	\$259.00
512 kbps	N/A	\$325.00	\$325.00
768 kbps	N/A	\$460.00	\$460.00
Local Calling	Standard	Standard	Standard
-	Measured rate	Measured rate	Measured rate
Outbound Long Distance			
Intrastate Rate Per Minute	\$0.05	\$0.05	\$0.05
8XX Inbound Service			
Intrastate Rate Per Minute	\$0.05	\$0.05	\$0.05

13.7 FastLane - Flexible Integrated T1 Promotion

FastLane - Flexible Integrated T1 Promotion is a bundled local, long distance, and dedicated Internet access services promotion. New and existing NetServe Basic Business Line On-Net Customers who subscribe to Flexible Integrated T1 Service for a 2 or 3 year contract term and presubscribe to Conversent as their long distance provider will be billed Flexible Integrated T1 nonrecurring and monthly recurring charges at the rates listed below. The Customer must subscribe to a minimum of 256 kbps bandwidth and 8 voice lines. Local calling will be billed at the standard tariffed rate. Intrastate outbound calling will be billed at the per minute rate listed below in the standard billing increments. Inbound 8XX Service is available and will be billed at the per minute rate indicated below in the standard billing increments This offer is available until the effective date of the Freeze Out Flexible Integrated T1 Promotion (Section 13, Page 12 of this tariff).

	2 Year Term	3 Year Term
Integrated T1 - Flexible		
Nonrecurring Charge	\$399.00	\$299.00
Monthly Recurring Charges Voice Line, per line (minimum of 8 lines)	\$18.83	\$18.33
Bandwidth Charge		
256 kbps	\$192.00	\$192.00
384 kbps	\$259.00	\$259.00
512 kbps	\$325.00	\$325.00
768 kbps	\$460.00	\$460.00
Long Distance		
Outbound, Rate Per Minute	\$0.050	\$0.050
Inbound, Rate Per Minute	\$0.050	\$0.050

13.8 FastLane - Standard Integrated T1 Promotion

FastLane - Standard Integrated T1 Promotion is a bundled local and dedicated Internet access services promotion. New and existing NetServe Basic Business Line On-Net Customers who subscribe to Standard Integrated T1 Service for a 1, 2, or 3 contract term will be billed Standard Integrated T1 nonrecurring and monthly recurring charges at the rates listed below. The Customer must subscribe to a minimum of 128 kbps bandwidth. Local calling will be billed at the standard tariffed rate. This offer is available through December 31, 2005.

	1 Year Term	2 Year Term	3 Year Term
Integrated T1 - Standard			
Nonrecurring Charge	\$399.00	\$299.00	\$199.00
Monthly Recurring Charges			
Measured Service	\$475.00	\$450.00	\$425.00
Bandwidth Charge			
128 kbps	\$96.00	\$96.00	\$96.00
256 kbps	\$145.00	\$145.00	\$145.00
384 kbps	\$172.00	\$172.00	\$172.00
512 kbps	\$219.00	\$219.00	\$219.00
768 kbps	\$299.00	\$299.00	\$299.00

13.9 Winners Circle - Standard Integrated T1 Promotion

Winners Circle - Standard Integrated T1 Promotion is a bundled local, long distance, and dedicated Internet access services promotion. New and existing NetServe Basic Business Line On-Net Customers who subscribe to Standard Integrated T1 Service for a 1, 2, or 3 year contract term and presubscribe to Conversent as their long distance provider will be billed Standard Integrated T1 nonrecurring and monthly recurring charges at the rates listed below. The Customer must subscribe to a minimum of 128 kbps bandwidth. Local calling will be billed at the standard tariffed rate. Intrastate outbound calling will be billed at the per minute rate listed below in the standard billing increments. Inbound 8XX Service is available and will be billed at the per minute rate indicated below in the standard billing increments. This offer is available through December 31, 2005.

	1 Year Term	2 Year Term	3 Year Term
Integrated T1 - Standard			
Nonrecurring Charge	\$399.00	\$299.00	\$199.00
Monthly Recurring Charges Measured Service	\$450.00	\$400.00	\$375.00
Bandwidth Charge 128 kbps 256 kbps 384 kbps 512 kbps 768 kbps	\$96.00 \$145.00 \$172.00 \$219.00 \$299.00	\$96.00 \$145.00 \$172.00 \$219.00 \$299.00	\$96.00 \$145.00 \$172.00 \$219.00 \$299.00
Long Distance			
Outbound, Rate Per Minute Inbound, Rate Per Minute	\$0.050 \$0.050	\$0.050 \$0.050	\$0.050 \$0.050

13.10 Winners Circle - BBL Promotion

Winners Circle - BBL Promotion is a bundled local and long distance services promotion. New Customers who subscribe to a minimum of two (2) local On-Net NetServe Basic Business Lines for a term of 1, 2, or 3 years and presubscribe to Conversent as their long distance carrier will be billed On-Net NetServe Basic Business Line nonrecurring and monthly recurring charges at the rates listed below. Intrastate outbound calling will be billed at the per minute rate listed below in the standard billing increments. Inbound 8XX Service is available and will be billed at the per minute rate indicated below in the standard billing increments This offer is available through June 30, 2005.

On-Net NetServe Basic Business Line	1 Year Term	2 Year Term	3 Year Term
Nonrecurring Charge, per line	\$10.00	\$10.00	\$10.00
Monthly Recurring Charges, per line Measured Service	\$10.25	\$9.50	\$9.50
Long Distance			
Outbound, Rate Per Minute Inbound, Rate Per Minute	\$0.050 \$0.050	\$0.050 \$0.050	\$0.050 \$0.050

13.11 BusinessUnlimited Market Trial

The BusinessUnlimited Market Trial is a bundled flat rate local and domestic long distance services offering available to new or existing On-Net Basic Business Line (BBL), Centrex and Flexible Integrated T1 Customers. Customers will receive unlimited local, intraLATA toll and interLATA and Interstate domestic long distance calling for a flat monthly rate. Nonrecurring charges and Flexible Integrated T1 Internet Bandwidth will be billed at the special rates indicated below. To qualify for this promotion Customers must meet the following criteria:

- The Customer Account cannot have more than a total of 25 voice lines presubscribed to Conversent (including all voice services) at the time of subscription to the plan.
- BusinessUnlimited can only be applied to a maximum of ten (10) voice lines per Customer Account, across all voice services, including BBLs, Centrex, or voice channels on a Flexible Integrated T1.
- A Flexible Integrated T1 cannot have more than a total of twelve (12) lines or voice channels (plus Internet Bandwidth), and BusinessUnlimited can only be applied to a maximum of ten (10) of those lines or voice channels.
- BusinessUnlimited cannot be applied to Trunks or Analog Trunk Lines connected to a Customer PBX, lines for Dial-Up Internet Access Services, lines connected to modems, lines for Outbound Telemarketing/Call Centers or lines connected to Automatic Dialer Systems/Equipment.

International, 8XX/TollFree, Directory Assistance, Operator Services and Calling Card usage are not included under BusinessUnlimited and will be billed at the standard tariffed rates. Calling Features are available for BBL, Centrex and Flexible Integrated T1 services for an additional charge as tariffed. This offer is limited to a one (1) year term and is available through June 30, 2005.

13.11 BusinessUnlimited Market Trial, (Cont'd.)

BusinessUnlimited Pricing:

On-Net NetServe Basic Business Line		1 Year Term	
Nonrecurring Charge, per line		\$10.00	
Mon ^t line	thly Recurring Charges, per		
	Line Charge BusinessUnlimited	\$11.25 \$34.00	
On-Net C	Centrex		
Nonrecurring Charge, per line		\$20.00	
Mont line	thly Recurring Charges, per		
IIIC	Line Charge BusinessUnlimited	\$15.85 \$34.00	
Flexible Integrated T1			
Nonrecurring Charge, per line		\$499.00	
Mon line	thly Recurring Charges, per		
	Line Charge, Voice Channel (minimum of 8 lines)	\$22.83	
	BusinessUnlimited Bandwidth Charge (minimum of 256 Kbps)	\$34.00	
	256 Kbps 384 Kbps	\$192.00 \$259.00	
	512 Kbps 512 Kbps 768 Kbps	\$259.00 \$325.00 \$490.00	

13.12 Freeze Out Flexible Integrated T1 Promotion / Double or Nothing Bigger & Better Promotion

Freeze Out Flexible Integrated T1 Promotion and the Double or Nothing Bigger & Better Promotion are bundled local, long distance, and dedicated Internet access services promotions. New and existing NetServe Basic Business Line On-Net Customers who subscribe to Flexible Integrated T1 Service for a 2 or 3 year contract term and presubscribe to Conversent as their long distance provider will be billed Flexible Integrated T1 nonrecurring and monthly recurring charges at the rates listed below. The Customer must subscribe to a minimum of 256 kbps Internet bandwidth and 6 voice lines. Local calling will be billed at the standard tariffed rate for Basic Business Line On Net Service. Internet bandwidth will be billed at an additional charge and is available at speeds of 256 kbps, 384 kbps, 512 kbps and 768 kbps.*

Intrastate outbound calling will be billed at the per minute rate listed below in the standard billing increments. Inbound 8XX Service is available and will be billed at the per minute rate indicated below in the standard billing increments This offer is available through June 30, 2005.

Integrated T1 - Flexible	2 Year Term	3 Year Term
Nonrecurring Charge	\$399.00	\$299.00
Monthly Recurring Charges Voice Line, per line (minimum of 6 lines)	\$18.83	\$18.33
Long Distance Outbound, Rate Per Minute Inbound, Rate Per Minute	\$0.050 \$0.050	\$0.050 \$0.050

Internet service is not regulated by the Department.

13.13 Sign Me Up Bundled BBL Market Trial

The Sign Me Up Bundled BBL Market Trial is a bundled service offering, combining local, long distance and Internet access¹ with custom calling features. This offering is available to new On-Net Customers and is available as a 3 Line Bundle (3 - 4 access lines), 5 Line Bundle (5 – 7 access lines) or 8 Line Bundle (8 – 12 access lines). Customers must subscribe to a minimum of three (3) lines and a maximum of twelve (12) access lines for a term of three (3) years and presubscribe to Conversent as their local and long distance carrier.

Customers must subscribe to the Featured Line (which includes a package of eight (8) custom calling features) for the minimum number of lines in the Line Bundle selected. Lines in excess of the minimum may be Non-Featured (no custom calling features included). Features included in the package are Call Forward Busy, Call Forward No Answer, Call Forward Variable, Remote Activation of Call Forwarding, Caller ID Number, Caller ID Name & Number, Three Way Calling and Call Waiting. Additional features are available at standard tariffed rates.

This Market Trial introduces Unlimited Local, intraLATA Toll and Long Distance lines. Customers may opt for the following line types:

- (A) Usage based lines
- (B) Unlimited Local and intraLATA Toll lines²
- (C) Unlimited Local, intraLATA Toll and Long Distance lines²

Line Bundles may be all of one line type or a combination of line types. Customers who opt for a combination of line types may select a combination of line types (A) and (B) or (A) and (C). Line Bundles may not be a combination of line types (B) and (C).

Intrastate outbound calling and inbound toll free calling will be billed in the standard billing increments.

This market trial is available until December 4, 2004.

¹ Internet access is not regulated by the Commission.

Unlimited lines do not include toll free, calling card, operator services, directory assistance or taxes or surcharges.

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	SECTION 13 - PROMOTIONS, (Cont'd.)	
13.13	Sign Me Up Bundled BBL Market Trial, (Cont'd.)	
	Nonrecurring Charges (All Bundles)	
	Installation New Line Installation, per line: Switchover of Existing Line from ILEC:	\$37.50 \$10.00
	Bundle Set-Up:	\$99.00
	<u>Local Service</u> (All Bundles) Monthly Recurring Charge, per line: Featured Line: Non-Featured Line:	\$12.00 \$8.50
	Usage Usage Based lines: Unlimited Local and Toll lines, per month, per line ¹ : Unlimited Local, Toll and Long Distance lines, per month, per line ¹ :	As tariffed \$25.00 \$32.00
	<u>Toll and Long Distance Service</u> (All Bundles) Outbound, per minute: Inbound, per minute:	\$0.05 \$0.05

Billing Detail is not included with Unlimited lines, but is available by Customer request.

Some material now found on this page previously found on Original Page 13, Section 13

13.14 ISDN PRI Roll With It Promotion

New On-Net Customers, and existing Customers with less than three (3) months remaining on an existing contract, are eligible to subscribe to the Conversent ISDN PRI service at the rates listed below. Customers must subscribe for a minimum term of one (1) year. Service includes the DS1 local loop, ISDN PRI port and Caller ID. The End User Common Line (EUCL) and Preferred Interexchange Carrier Charge (PICC) surcharges are included in the cited rates.

Outbound and Inbound direct dial long distance calling is available and will be billed at the per minute rates listed below in the standard billing increments.

This offer is available from through December 31, 2005.

	1 Year	TERM 2 Year	3 Year
ISDN PRI Nonrecurring Charge:	\$299.00	\$199.00	\$0.00
Monthly Recurring Charge:	\$595.00	\$575.00	\$550.00
Long Distance Outbound, Rate Per Minute: Inbound, Rate Per Minute:	\$0.05 \$0.05	\$0.05 \$0.05	\$0.05 \$0.05

13.15 Massachusetts Colocation Expansion Promotion

New Conversent Customers served from the Attleboro, Cohasset, Danvers, Franklin, Hingham, Hull, Peabody, Randolph, Rockland, Springfield, Stoneham, Wakefield, Walpole, Watertown and Westboro exchanges are eligible to subscribe to selected Conversent services at the special rates listed below.¹ Customers must subscribe to a minimum of 15 lines for Basic Business Line service to be provided over a T1. All other terms and conditions of service apply as tariffed. Customers must presubcribe to Conversent as their long distance carrier. Other Conversent services and options are available, if facilities permit, at the tariffed rates.

This promotion is available from December 20, 2004 until June 8, 2005.

This promotion may not be combined with other Conversent promotions.

	Month to Month	1 Year Term	2 Year Term	3 Year Term
NetServe Basic Business Line – Off-				
Net				
Nonrecurring Charge				
New Installation:	\$37.50	\$37.50	\$37.50	\$37.50
Ported:	\$10.00	\$10.00	\$10.00	\$10.00
Manthly Decurring Charge	¢10 б0	¢44.0E	¢44.05	¢44.05
Monthly Recurring Charge (Measured):	\$12.50	\$11.25	\$11.25	\$11.25
Netflex T1 Service with DID				
(Measured)		¢205.00	¢005.00	¢105.00
Nonrecurring Charge	N/A	\$395.00	\$295.00	\$195.00
Monthly Recurring Charge:	N/A	\$500.00	\$450.00	\$425.00
Netflex PRI (Measured)				
Nonrecurring Charge	N/A	\$499.00	\$399.00	\$299.00
Monthly Recurring Charge:	N/A	\$615.00	\$595.00	\$575.00

¹ Standard EUCL, LNP, PICC and other surcharges not included in the rates cited and will be billed at tariffed rates.

13.15 Massachusetts Colocation Expansion Promotion, (Cont'd.)

				1 Term	Year	2 Term	Year	3 Term	Year
Integrated T1 (A	(nalog)			Term		Term		Term	
•	0/								
Standard	· OI			.		* ~~~~		* ~~~~	
	nrecurring Charge: nthly Recurring	Chargo	nor	\$499.0 \$475.0		\$399.0 \$450.0		\$299.0 \$425.0	
	innel:	Charge,	per	φ475.0	0	φ 4 50.0	0	φ 4 20.0	0
	ndwidth Charge, mo	onthly							
	128 kbps	•		\$96.00		\$96.00		\$96.00	
	256 kbps			\$145.0		\$145.0		\$145.0	
	384 kbps			\$172.0		\$172.0		\$172.0	
	512 kbps			\$219.0		\$219.0		\$219.0	
	768 kbps			\$299.0	00	\$299.0	0	\$299.0	0
Flexible									
	nrecurring Charge:			N/A		\$399.0		\$299.0	
	nthly Recurring	Charge,	per	N/A		\$20.58	3	\$20.08	3
Bar	ndwidth Charge, mo	onthly							
	8 lines								
	256 kbps			N/A		\$199.0		\$199.0	
	384 kbps			N/A		\$249.0		\$249.0	
	512 kbps			N/A		\$299.0		\$299.0	
	768 kbps			N/A		\$399.0	0	\$399.0	0
	7 lines								
	256 kbps			N/A		\$229.0		\$229.0	
	384 kbps			N/A		\$279.0		\$279.0	
	512 kbps			N/A		\$329.0		\$329.0	
	768 kbps			N/A		\$399.0	0	\$399.0	0
	6 lines								
	256 kbps			N/A		\$259.0		\$259.0	
	384 kbps			N/A		\$309.0		\$309.0	
	512 kbps			N/A		\$359.0		\$359.0	
	768 kbps			N/A		\$399.0	0	\$399.0	0

13.15 Massachusetts Colocation Expansion Promotion, (Cont'd.)

		1 Year Term	2 Year Term	3 Year Term
NetflexXtra T1 (Digital)				
Standard				
Nonrecurring Charge:		\$499.00	\$399.00	\$299.00
Monthly Recurring Charge, channel:	per	\$550.00	\$495.00	\$450.00
Bandwidth Charge, monthly				
128 kbps		\$96.00	\$96.00	\$96.00
256 kbps		\$145.00	\$145.00	\$145.00
384 kbps		\$172.00	\$172.00	\$172.00
512 kbps		\$219.00	\$219.00	\$219.00
768 kbps		\$299.00	\$299.00	\$299.00
Flexible				
Nonrecurring Charge:		N/A	\$399.00	\$299.00
Monthly Recurring Charge, channel:	per	N/A	\$25.83	\$24.33
Bandwidth Charge, monthly				
256 kbps		N/A	\$199.00	\$199.00
384 kbps		N/A	\$249.00	\$249.00
512 kbps		N/A	\$299.00	\$299.00
768 kbps		N/A	\$399.00	\$399.00

13.16 Summer Scorcher BBL Promotion

The Summer Scorcher BBL Promotion is a bundled local and long distance service promotion. New Customers who subscribe to a minimum of two (2) local On-Net NetServe Basic Business Lines for a term of 1, 2, or 3 years and presubscribe to Conversent as their toll and long distance carrier will be billed On-Net NetServe Basic Business Line nonrecurring, monthly recurring and usage charges at the rates listed below. Intrastate outbound and inbound toll free calling will be billed at the per minute rates listed below in the standard billing increments. This offer is available through June 30, 2006.

On-Net NetServe Basic Business Line	1 Year Term	2 Year Term	3 Year Term
Nonrecurring Charge, per line Ported Line New Line Installation:	\$10.00 \$37.50	\$10.00 \$37.50	\$10.00 \$37.50
Monthly Recurring Charges, per line Measured Service:	\$8.30	\$7.60	\$6.90
Local Usage, per minute:	\$0.015	\$0.015	\$0.015
Toll and Long Distance			
Outbound, per minute: Inbound Toll Free, per minute	\$0.050 \$0.050	\$0.050 \$0.050	\$0.050 \$0.050

13.17 Summer Scorcher Flexible Integrated T1 Promotion

Summer Scorcher Flexible Integrated T1 Promotion is a bundled local, long distance, and dedicated Internet access services promotion. New and existing NetServe Basic Business Line On-Net Customers who subscribe to Flexible Integrated T1 Service for a 2 or 3 year contract term and presubscribe to Conversent as their toll, long distance and international provider will be billed Flexible Integrated T1 nonrecurring and monthly recurring charges at the rates listed below. The Customer must subscribe to a minimum of 128 kbps bandwidth and six (6) voice lines. Local, intrastate outbound and inbound toll free calling will be billed at the rates listed below in the standard billing increments. This offer is available through October 1, 2006.

	2 Year Term	3 Year Term
Integrated T1 - Flexible		
Nonrecurring Charge	\$399.00	\$299.00
Monthly Recurring Charges Voice Line, per line (minimum of 6 lines)	\$18.83	\$18.33
Bandwidth Charge 128 kbps 256 kbps 384 kbps 512 kbps 768 kbps 1.024 Mbps 1.152 Mbps	\$159.00 \$169.00 \$179.00 \$189.00 \$229.00 \$289.00 \$349.00	\$139.00 \$149.00 \$159.00 \$169.00 \$209.00 \$269.00 \$329.00
Local Usage, per minute:	0.015	0.015
Toll and Long Distance		
Outbound, per minute: Inbound Toll Free, per minute	\$0.050 \$0.050	\$0.050 \$0.050

13.18 FastLane 2006 - Standard Integrated T1 Promotion

FastLane 2006 - Standard Integrated T1 Promotion is a bundled local and dedicated Internet access services promotion. New and existing NetServe Basic Business Line On-Net Customers who subscribe to Standard Integrated T1 Service for a 1, 2, or 3 contract term will be billed Standard Integrated T1 nonrecurring and monthly recurring charges at the rates listed below. The Customer must subscribe to a minimum of 128 kbps bandwidth. Local calling will be billed at the standard tariffed rate. This offer is available through July 7, 2006.

	1 Year Term	2 Year Term	3 Year Term
Integrated T1 - Standard			
Nonrecurring Charge	\$399.00	\$299.00	\$199.00
Monthly Recurring Charges Measured Local Service	\$475.00	\$450.00	\$425.00
Bandwidth Charge 128 kbps 256 kbps 384 kbps 512 kbps 768 kbps	\$96.00 \$145.00 \$172.00 \$219.00 \$299.00	\$96.00 \$145.00 \$172.00 \$219.00 \$299.00	\$96.00 \$145.00 \$172.00 \$219.00 \$299.00
Local Usage, per minute	\$0.015	\$0.015	\$0.015

13.19 Winners Circle 2006 - Standard Integrated T1 Promotion

Winners Circle 2006 - Standard Integrated T1 Promotion is a bundled local, long distance and dedicated Internet access services promotion. New and existing NetServe Basic Business Line On-Net Customers who subscribe to Standard Integrated T1 Service for a 1, 2, or 3 year contract term and presubscribe to Conversent as their long distance provider will be billed Standard Integrated T1 nonrecurring and monthly recurring charges at the rates listed below. The Customer must subscribe to a minimum of 128 kbps bandwidth. Local calling will be billed at the standard tariffed rate as indicated below. Intrastate outbound and inbound toll free calling will be billed at the per minute rates listed below in the standard billing increments. This offer is available through July 7, 2006.

	1 Year Term	2 Year Term	3 Year Term
Integrated T1 - Standard			
Nonrecurring Charge	\$399.00	\$299.00	\$199.00
Monthly Recurring Charges Measured Service	\$450.00	\$400.00	\$375.00
Bandwidth Charge			
128 kbps	\$96.00	\$96.00	\$96.00
256 kbps	\$145.00	\$145.00	\$145.00
384 kbps	\$172.00	\$172.00	\$172.00
512 kbps	\$219.00	\$219.00	\$219.00
768 kbps	\$299.00	\$299.00	\$299.00
Local Usage, per minute	\$0.015	\$0.015	\$0.015
Long Distance			
Outbound, Rate Per Minute	\$0.050	\$0.050	\$0.050
Inbound, Rate Per Minute	\$0.050	\$0.050	\$0.050

13.20 NetflexXtra Roll With It Promotion

NetflexXtra Roll With It Promotion is a bundled local, long distance, and dedicated Internet access services promotion. New and existing NetServe Basic Business Line On-Net Customers who subscribe to NetflexXtra T1 service for a 2 or 3 year contract term and presubscribe to Conversent as their long distance provider will be billed the NetflexXtra nonrecurring and monthly recurring charges at the rates listed below. The Customer must subscribe to a minimum of 256 kbps bandwidth and 8 voice lines. Local calling will be billed at the standard tariffed rate as indicated below. Intrastate outbound and inbound toll free calling will be billed at the per minute rates listed below in the standard billing increments. This offer is available through July 7, 2006.

	2 Year Term	3 Year Term
NetflexXtra T1 - Flexible		
Nonrecurring Charge	\$500.00	\$500.00
Monthly Recurring Charges Measured Voice Line, per line (minimum of 8 lines)	\$26.83	\$25.33
Bandwidth Charge		
256 kbps	\$169.00	\$169.00
384 kbps	\$229.00	\$229.00
512 kbps	\$299.00	\$299.00
768 kbps	\$399.00	\$399.00
Local Usage, per minute:	\$0.015	\$0.015
Long Distance		
Outbound, Rate Per Minute	\$0.050	\$0.050
Inbound, Rate Per Minute	\$0.050	\$0.050

13.21 Knock You Out NetflexXtra Flexible Promotion

The Knock You Out NetflexXtra Flexible Promotion is a bundled local, long distance, and dedicated Internet access services promotion. New and existing NetServe Basic Business Line On-Net Customers who subscribe to NetflexXtra T1 service for a 1, 2 or 3 year contract term and presubscribe to Conversent as their local and long distance provider will be billed the NetflexXtra nonrecurring and monthly recurring charges at the rates listed below. The Customer must subscribe to a minimum of 128 kbps bandwidth and 8 voice lines. Local, intrastate outbound and inbound toll free calling will be billed at the per minute rates listed below in the standard tariffed billing increments.

LNP applies and will be billed in addition to the rates cited below.

All other terms and conditions of NetflexXtra T1 service apply as tariffed.

This offer is available from July 7, 2006 through June 1, 2007.

	1 Year Term	2 Year Term	3 Year Term
NetflexXtra T1 - Flexible			
Nonrecurring Charge	\$399.00	\$299.00	\$199.00
Monthly Recurring Charges Measured Rate Voice Line, per line (minimum of 8 lines)	\$25.33	\$24.83	\$24.33
Bandwidth Charge			
128 kbps	\$179.00	\$159.00	\$139.00
256 kbps	\$189.00	\$169.00	\$149.00
384 kbps	\$199.00	\$179.00	\$159.00
512 kbps	\$209.00	\$189.00	\$169.00
768 kbps	\$249.00	\$229.00	\$209.00
1.024 Mbps	\$309.00	\$289.00	\$269.00
Local Usage, per minute:	\$0.015	\$0.060	\$0.060
Long Distance			
Outbound, Rate Per Minute	\$0.050	\$0.050	\$0.050
Inbound, Rate Per Minute	\$0.050	\$0.050	\$0.050

13.22 Knock You Out Integrated ISDN PRI Promotion

The Knock You Out Integrated ISDN PRI Promotion provides Integrated ISDN PRI service over a T-1 bundled with local and long distance service. New and existing NetServe Basic Business Line On-Net Customers who subscribe to Integrated ISDN PRI service for a 1, 2 or 3 year contract term and presubscribe to Conversent as their local and long distance provider will be billed nonrecurring and monthly recurring charges at the rates listed below. The Customer must subscribe to a minimum of 128 kbps bandwidth and 11 voice channels. Local, intrastate outbound and inbound toll free calling will be billed at the per minute rates listed below in the standard tariffed billing increments.

Inbound Caller ID Name & Number is available for an additional fee.

LNP applies and will be billed in addition to the rates cited below.

All other terms and conditions of Integrated ISDN PRI service apply as tariffed.

This offer is available from July 7, 2006 through June 1, 2007.

	1 Year Term	2 Year Term	3 Year Term
Integrated ISDN PRI			
Nonrecurring Charge	\$399.00	\$299.00	\$199.00
Monthly Recurring Charges Measured Voice Service, per month	\$525.00	\$475.00	\$425.00
Bandwidth Charge 128 kbps 256 kbps 384 kbps 512 kbps 768 kbps	\$179.00 \$189.00 \$199.00 \$209.00 \$249.00	\$159.00 \$169.00 \$179.00 \$189.00 \$229.00	\$139.00 \$149.00 \$159.00 \$169.00 \$209.00
Local Usage, per minute:	\$0.015	\$0.015	\$0.015
Long Distance Outbound, Rate Per Minute Inbound, Rate Per Minute	\$0.050 \$0.050	\$0.050 \$0.050	\$0.050 \$0.050

Robert J. Shanahan, President & CEO Conversent Communications of Massachusetts, Inc. 313 Boston Post Road West Marlboro, MA 01752

13.23 Knock You Out ISDN PRI Promotion

The Knock You Out ISDN PRI Promotion provides ISDN PRI service over a T-1 bundled with local and long distance service. New and existing NetServe Basic Business Line On-Net Customers who subscribe to ISDN PRI service for a 1, 2 or 3 year contract term and presubscribe to Conversent as their local and long distance provider will be billed nonrecurring and monthly recurring charges at the rates listed below. Local, intrastate outbound and inbound toll free calling will be billed at the per minute rates listed below in the standard tariffed billing increments.

Inbound Caller ID Name & Number is available for an additional fee.

LNP applies and will be billed in addition to the rates cited below.

All other terms and conditions of ISDN PRI service apply as tariffed.

This offer is available from July 7, 2006 through June 1, 2007.

	1 Year Term	2 Year Term	3 Year Term
ISDN PRI			
Nonrecurring Charge	\$399.00	\$299.00	\$199.00
Monthly Recurring Charge Measured rate:	\$495.00	\$450.00	\$425.00
Local Usage, per minute:	\$0.015	\$0.015	\$0.015
Long Distance Outbound, Rate Per Minute Inbound, Rate Per Minute	\$0.050 \$0.050	\$0.050 \$0.050	\$0.050 \$0.050

SECTION 14 – SERVICE AREAS

14.1 Collocation Expansion Areas

Exchange	Exchange	Exchange	Exchange
Acton	Gardner	Marion	Saugus
Amesbury	Georgetown	Marshfield	Scituate
Attleboro	Gloucester	Mattapoisett	Sharon
Auburn	Grafton	Maynard	Shirley
Ayer	Greenfield	Medfield	Shrewsbury
Barnstable	Hamilton	Medway	Southbridge
Belmont	Hanover	Merrimac	Spencer
Brewster	Harwich	Millbury	Springfield
Bridgewater	Haverhill	Millis	Stoneham
Brockton	Hingham	Milton	Stoughton
Brookline	Holden	New Bedford	Sudbury
Bryantville	Holliston	Newburyport	Topsfield
Buzzards Bay	Hopkinton	North Reading	Turners Falls
Cambridge	Hudson	Northboro	Tyngsboro
Cataumet	Hull	Norwell	Uxbridge
Chatham	Hyannis	Orleans	Wakefield
Chelsea	Ipswich	Osterville	Walpole
Chicopee	Jamaica Plain	Osterville	Waltham
Clinton	Kingston	Oxford	Wareham
Cohasset	Lawrence	Oxford	Watertown
Concord	Leicester	Palmer	Wayland
Danvers	Lenox	Peabody	Wellfleet
Dennis	Leominster	Pepperell	West Boylston
Dennis	Lexington	Pittsfield	West Peabody
Duxbury	Littleton	Pittsfield	Westboro
East Boston	Longmeadow	Plymouth	Westfield
East Bridgewater	Lowell	Plymouth	Westford
East Longmeadow	Lowell	Provincetown	Whitinsville
Easthampton	Lowell	Randolph	Whitman
Easton	Lowell	Revere	Wilbraham
Falmouth	Ludlow	Rockland	Wilmington
Fitchburg	Lynnfield	Rockport	Winthrop
Foxboro	Manchester	Roxbury	Wrentham
Framingham	Mansfield	Sagamore	
Franklin	Marblehead	Salem	

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15.1 [RESERVED FOR FUTURE USE]

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15.3 <u>One Communications Features</u>

15.3.1 One Communications Analog Voice Features and Service Options

Call Forward Variable (All Calls)

Customers can forward calls to another number. Calls can be forwarded to domestic, offshore (Hawaii, Alaska, U.S. Virgin Islands, Puerto Rico, Guam and Northern Marianas), or cellular numbers. The Customer manually enters the number to which calls will be forwarded. The Customer is billed any usage charges for the forwarded call. This feature can be activated and deactivated when needed from the Customer's own phone.

Call Forwarding Remote Access

Allows the Customer to activate and deactivate Call Forward Variable from any location. Call Forwarding Remote Access will only work when paired with Call Forward Variable. This feature can be activated/deactivated when needed from the Customer's own phone.

Call Forward Busy:

Customer designates the number that the line will be forwarded under the conditions of busy. Calls can be forwarded to domestic, offshore, or cellular numbers. The Customer manually enters the number to which calls will be forwarded. The Customer is billed any usage charges for the forwarded call. This feature can be activated and deactivated when needed.

Call Forward No Answer:

Customer designates the number that the line will be forwarded under the conditions of no answer. Calls can be forwarded to domestic, offshore, or cellular numbers. The Customer manually enters the number to which calls will be forwarded. The Customer is billed any usage charges for the forwarded call. This feature can be activated and deactivated when needed.

15.3 <u>One Communications Features</u> (Cont'd)

15.3.1 One Communications Analog Voice Features and Service Options (Cont'd)

Call Forward Busy/No Answer:

Customer designates the number that the line will be forwarded under the conditions of busy or no answer. Calls can be forwarded to domestic, offshore, or cellular numbers. The Customer manually enters the number to which calls will be forwarded. The Customer is billed any usage charges for the forwarded call. This feature can be activated and deactivated when needed.

Three-Way Calling:

Allows the Customer to add a third party to an existing conversation utilizing a single line.

Call Transfer:

Allows the Customer to transfer incoming calls to other destinations, internal or external. This feature also gives the Customer the ability to make three-way conference calls at no additional charge.

Call Waiting:

Provides a short tone that lets the Customer know someone else is calling while they are on the phone. The first call can be put on 'hold' to allow the second call to be answered. This feature gives the Customer the ability to handle more than one call at a time.

Caller ID Number:

Caller ID Number displays the originating number of an incoming call on a display unit provided by the Customer. The Company does not provide the digital display box needed to use this feature. Some numbers may not display for a variety of reasons, including:

- Calls placed through a long distance carrier
- Calls from an area where caller ID is not available
- Calls placed from cellular phones
- Calls from someone who has activated caller ID blocking

15.3 <u>One Communications Features</u> (Cont'd)

15.3.1 One Communications Analog Voice Features and Service Options (Cont'd)

Speed Dialing (8):

Allows the Customer to dial frequently called numbers by using a one-digit code. Each line can have its own individual list of speed dial numbers, up to a maximum of eight numbers. Speed dialing can be programmed with domestic, offshore, Canadian and other international numbers if there are no toll restrictions on the line. This feature can be activated and deactivated when needed from the Customer's own phone.

Enhanced Speed Dialing (30):

Allows the Customer to dial frequently called numbers by using a two-digit code. Each line can have its own individual list of speed dial numbers, up to a maximum of thirty numbers. Speed dialing can be programmed with domestic, offshore, Canadian and other international numbers if there are no toll restrictions on the line. This feature can be activated and deactivated when needed from the Customer's own phone.

Verified or Non-Verified Account Codes (analog or digital):

Account codes offer the Customer the ability to identify and track calls by user and/or department so they can easily review all calling records and charge back costs to specific departments or clients. Two types of account codes are offered: Verified and Non-Verified. Requests for more than 100 account codes must be made via special request. Verified or non-verified account codes with two to eight digits are available for intrastate interLATA and interstate long distance.

- 15.3 <u>One Communications Features</u> (Cont'd)
 - 15.3.1 One Communications Analog Voice Features and Service Options (Cont'd)

Outbound Caller ID:

Outbound caller ID is the information that is sent from the Company to the caller ID unit on the terminating end of the call. The standard information sent is the account name and the billing telephone number (BTN). This feature has a character limitation of 15 characters.

Multi-Line Hunting:

All local telephone lines that are part of the same account can be set up to hunt. Hunting allows calls to a line to rollover to the next available line in the group when the first line is busy. Customers can have more than one hunt group. Customers can also choose to leave individual lines out of a hunt group. Customers will have the ability to present Outbound Caller ID from either the lead line of the hunt group or an individual calling line.

Caller ID Blocking:

Caller ID Blocking (also referred to as Call Privacy) allows Customers to block their name and number from being displayed on a caller ID unit at the terminating end of the call. This feature is turned on or off at the switch level and can be deactivated by the Customer on a per call basis.

Anonymous Call Rejection:

Allows Customers to prevent callers who intentionally block their number from getting through on their line. This feature is only available to Customers with Caller ID Number or Caller ID Name & Number. This feature can be activated and deactivated when needed from the Customer's own phone.

- 15.3 <u>One Communications Features</u> (Cont'd)
 - 15.3.1 One Communications Analog Voice Features and Service Options (Cont'd)

Distinctive Ring:

This feature allows a Customer to have two telephone numbers associated with a single line. Each telephone number has a unique ringing pattern and does not require an additional line. The ring of the incoming call is determined by which telephone number has been dialed. Two different ring patterns are available.

Group Call Pick-Up:

This feature will enable a Customer to answer an incoming call that has terminated to another user's station in the defined call pick-up group. A call pick-up is accomplished by dialing a pick-up access code while the called station is ringing. If more than one station in the group is ringing, the station that has begun ringing first will be intercepted first.

Call Hold

This feature allows the Customer to place a caller on hold for an extended period of time. The Customer simply presses the flash hook and hangs up the phone. To return to the call the Customer picks up the handset. This feature allows the Customer to make an outbound call while the other call is on hold.

Assume or Dial 9

Assume 9 means the Customer is not required to dial 9 to get an outside line. Dial 9 means the Customer is required to dial 9 to get an outside line.

- 15.3 <u>One Communications Features</u> (Cont'd)
 - 15.3.1 One Communications Analog Voice Features and Service Options (Cont'd)

Abbreviated Dialing:

Allows a Customer to dial only the last three, four, or five digits of a phone number that is associated with the Customer's physical service location. This feature works between multiple locations of the same Customer if all locations are within the same local calling area.

Call Return:

A recording will give the Customer the number, date and time of the last incoming call. The Customer can have the number redialed automatically. If the last incoming call was blocked or the call was from a network with limited capabilities, the Customer will hear a message that the number they are trying to reach is private and cannot be called. Call Return will continue trying to connect the call for up to 30 minutes. This feature can be activated when needed from the Customer's own phone.

Continuous Redial:

Automatically redials the most recent outgoing call, freeing the Customer to move on to other things, including using the phone for other calls. This feature can be activated and deactivated when needed from the Customer's own phone.

- 15.3 <u>One Communications Features</u> (Cont'd)
 - 15.3.1 One Communications Analog Voice Features and Service Options (Cont'd)

Caller ID Name and Number:

Caller ID Name and Number displays both the originating name and number of an incoming call on a display unit provided by the Customer. The Company does not provide the digital display box needed to use this feature. Some numbers may not display for a variety of reasons, including:

- Calls placed through a long distance carrier
- Calls from an area where caller ID is not available
- Calls placed from cellular phones
- Calls from someone who has activated caller ID blocking

Call Waiting with Caller ID Name & Number:

This feature allows Customers to view the name and number of an incoming call while another call is already in progress. The name and number will be displayed on the incoming call after the first call waiting tone is heard. Feature functionality cannot be obtained by purchasing Caller ID and Call Waiting separately.

Direct Line Connect:

Direct Line Connect allows an analog line to automatically dial a designated number whenever the originating line goes off-hook. This feature is assigned to a phone line that must be used only for one purpose. 911 cannot be the designated number.

- 15.3 <u>One Communications Features</u> (Cont'd)
 - 15.3.2 One Communications Digital and PRI Voice Features and Service Options

Standard or PRI Configuration:

Standard 24B channel configuration with 56 kbps for each channel (8 kbps removed for signaling and call control) or PRI 23B + 1D configuration with 64 kbps clear channel on all B channels and signaling/call control on the D channel.

<u>Hunting</u>

- Lowest available channel: Use the lowest available channel in the lowest available DS1.
- Highest available channel: Use the highest available channel in the highest available DS1.
- Least idle: Use the available channel that has been idle for the shortest time.
- Most idle: Use the available channel that has been idle for the longest time. (PRI Only Option)

Direct Inward Dialing (DID):

Direct Inward Dialing enables the Customer to have fewer lines than extensions, while still having a unique number for each extension, callable from outside the Customer's location. The Company will allocate a range of telephone numbers and present them to the Customer's PBX so that the PBX can appropriately route the call based on the digits dialed.

Direct Outward Dialing (DOD):

Direct Outward Dialing allows subscribers within a Customer's PBX system to connect to outside lines directly. Using a DOD, Customers can provide each person or workstation within their company the ability to dial numbers directly.

- 15.3 <u>One Communications Features</u> (Cont'd)
 - 15.3.2 One Communications Digital and PRI Voice Features and Service Options (Cont'd)

<u>Direct Inward Dialing and Direct Outward Dialing (DID/DOD):</u> Both Direct Inward Dialing and Direct Outward Dialing may be furnished over the same facility.

Outbound Caller ID Name & Number:

Outbound Caller ID Name & Number displays the subscriber's directory name and number on the caller ID device of the called party. This feature has a 15-character limitation.

Inbound Caller ID Number Only:

Inbound Caller ID Number is only available with PRI service only and provides the number of the calling party to the party being called.

Verified or Non-Verified Account Codes (analog or digital):

Account codes provide Customers with the ability to identify and track calls by user and/or department. Two types of account codes are offered: Verified and Non-Verified. Requests for more than 100 account codes must be made via special request. Verified or non-verified account codes with two to eight digits are available for local, toll, intrastate interLATA and interstate long distance.

ESF/B8ZS or D4/AMI Circuit Framing:

Extended Super Frame/Binary 8 Zero Suppression and D4/Extended Super Frame are the two framing configurations that are available with the Company's Digital Voice solutions. D4/AMI service is subject to availability.

- 15.3 <u>One Communications Features</u> (Cont'd)
 - 15.3.2 One Communications Digital and PRI Voice Features and Service Options (Cont'd)

Non-Facility Associated Signaling (NFAS) for ISDN PRI option:

NFAS allows a single D channel to control multiple PRI's. Customers who desire redundancy in the event of facility failure have the option of ordering additional backup D channels, which will be furnished for a charge.

Inbound Caller ID Name & Number:

With Inbound Caller ID Name & Number, the name and number of the calling party is transmitted with a call and displayed on a Customer's Caller ID capable phone. The feature will not work if the Customer does not have PRI and Caller ID capable equipment.

Direct Inward Dialing Number Blocks:

The Company will provide telephone numbers for direct inward dialing number service in blocks of 20, 50 or 100. A monthly recurring charge applies for each block ordered.

- 15.3 <u>One Communications Features</u> (Cont'd)
 - 15.3.2 One Communications Digital and PRI Voice Features and Service Options (Cont'd)

<u>Digit Transposition/Manipulation for DID Digits:</u> The Company will have the ability to transpose DID digits sent through its Lucent switches. There is a non-recurring charge for this service option.

Trunk Call Forwarding Service:

Trunk Call Forwarding Service provides fixed forwarding in a busy or out of service condition.

<u>Two B Channel Transfer:</u> This feature enables subscribers to transfer calls from one user to another.

- 15.3 <u>One Communications Features</u> (Cont'd)
 - 15.3.3 One Communications Blocking Features

The following blocking options are available to Customers. A non-recurring service order charge will apply when blocking options are ordered subsequent to the installation of service.

<u>Block Third Party Billed</u> Blocks the origination of third-party billed calls.

<u>Block Collect Calling</u> Blocks the origination of collect calls.

<u>Block International</u> Blocks the origination of direct-dialed international calls.

<u>Block 1010XXX</u> Blocks the ability to use dial-around toll calling (casual dialing).

Block 900 Calls Blocks the ability to complete calls to 900 numbers.

Block 976 Calls Blocks the ability to complete calls to 976 numbers.

Block 700 Calls Blocks the ability to complete calls to 700 numbers.

- 15.3 <u>One Communications Features</u> (Cont'd)
 - 15.3.3 <u>One Communications Blocking Features</u> (Cont'd)

<u>Caller ID Blocking</u> Allows callers to block their name and number from being displayed on a caller ID unit at the terminating end of the call.

<u>Block DA</u> Blocks calls to 411 or 555-1212.

<u>Block Call Return</u> This option enables Customers to block call return on a line.

<u>Block Call Trace</u> This option enables Customers to block call trace on a line.

<u>Block Continuous Redial</u> This option enables Customers to block the continuous redial feature on a line.

<u>Toll Restrict</u> This feature blocks toll and operator-assisted calls.

15.3 One Communications Features (Cont'd)

15.3.4 Rates

Monthly recurring charges for One Communications Features are set forth below. Any non-recurring charges associated with adding or removing features on a Customer's service are covered in the One Communications Miscellaneous Charges section of this tariff.

One Communications Analog Voice Features	Monthly Recurring Charge
Caller ID Name and Number	\$9.50
Call Waiting with Caller ID Name & Number	\$9.50
Direct Line Connect	\$1.75

- 15.3 <u>One Communications Features</u> (Cont'd)
 - 15.3.4 Rates (Cont'd)

One Communications Digital and PRI Voice Features	Monthly Recurring Charge
Caller ID Name and Number	\$50.00
NFAS Backup D Channel	\$50.00
DID Individual Number	\$0.10
DID Block of 20 Numbers	\$2.00
DID Block of 50 Numbers	\$5.00
DID Block of 100 Numbers	\$10.00
Call Forward on Trunks	\$19.99
Two B Channel Transfer	\$50.00

- 15.3 <u>One Communications Features</u> (Cont'd)
 - 15.3.4 Rates (Cont'd)

One Communications Blocking Features	Monthly Recurring Charge
Block Third Party Billed	No Charge
Block Collect Calling	No Charge
Block International	No Charge
Block 1010XXX	No Charge
Block 900 Calls	No Charge
Block 976 Calls	No Charge
Block 700 Calls	No Charge
Caller ID Blocking	No Charge
Block DA	No Charge
Block Call Return	No Charge
Block Call Trace	No Charge
Block Continuous Redial	No Charge
Toll Restrict	No Charge

15.4 <u>One Communications Pay Per Use Features</u>

15.4.1 Description of Services

Charges for the following features are incurred on a per activation basis:

Cancel Call Waiting

When activated this feature suspends the call waiting service feature for the duration of a call.

Per Call Return:

When activated this feature provides Customers with the number, date and time of the last incoming call. Customers also have the option to have the last called number redialed automatically. Feature available is subject to compatibility with network facilities and calling party user specifications.

Continuous Redial:

Continuous Redial automatically redials the most recent outgoing call until the call is completed or the feature is deactivated.

Per Call ID Blocking:

Per Call ID blocking allows Customers to block their name and number from being displayed on a Called Party's caller ID device

- 15.4 <u>One Communications Pay Per Use Features</u> (Cont'd)
 - 15.4.1 <u>Description of Services</u> (Cont'd)

Per Call Display:

Per Call Display enables Customers to disable Caller ID Blocking on a line on a per call basis.

Call Trace:

Call Trace enables Customers to initiate a trace of the most recent incoming call immediately after terminating the call. When activated the calling party number of the most recent call will be captured and stored by the company. Calling party information will only be released to Law Enforcement as required by law.

Anonymous Call Rejection:

Anonymous Call Rejection allows a Customer to prevent callers who block delivery of their calling party information. This feature is only available to Customers with Caller ID Number or Caller ID Name and Number

15.4 <u>One Communications Pay Per Use Features</u> (Cont'd)

15.4.2 Rates

One Communications Pay Per Use	Per Use Charge
Features	
Cancel Call Waiting	\$0.00
Per Call Return	\$0.75
Continuous Redial	\$0.75
Per Call ID Blocking	\$0.00
Per Call Display	\$0.00
Call Trace	\$4.00
Anonymous Call Rejection	\$0.00

15.5 One Communications Directory Listings

15.5.1 Description of Services

Customers are provided one free white page and one free yellow page main listing for each Billing Telephone Number (BTN) Customer's requiring special Yellow Page advertisements (i.e. a 3-color box ad in the yellow pages) must coordinate such arrangements directly with the applicable Publisher.

Customers may purchase additional white page listings for a monthly per listing fee. The following types of additional white page listings are available:

- Additional White Page Listing (includes extra listing, cross reference, duplicate, foreign, alternate number, extra line, reference, indented, toll-free, where available)
- Non Published (private)
- Non-Directory Listed (semi-private)
- National Toll-Free Directory Listing
- State Directory Toll-Free Assistance Listing
- Call Intercept

15.5 <u>One Communications Directory Listings</u> (Cont'd)

15.5.2 Rates

The monthly rates for One Communications Directory Listings are described below. Applicable non-recurring charges associated with adding or changing a Customer's directory listings are covered in the One Communications Miscellaneous Charges section of this tariff.

One Communications Directory Listings	Monthly Recurring Charge
Additional White Page Listing	\$4.00
Non Published (private)	\$4.95
Non-Directory Listed (semi-private)	\$3.00
National Toll-Free Directory Listing	\$20.00
State Directory Toll-Free Assistance Listing	\$20.00
Call Intercept	\$0.00

15.6 <u>One Communications Operator Services and Directory Assistance</u>

15.6.1 Operator Services

Operator Services – Automated Calls	Per Use Charge
Calling Card	\$0.48
Collect	\$1.00
Billed to Third Number	\$1.00
Coin Sent Paid	\$0.44

Operator Services – Operator Handled	Per Use Charge
Calls	_
Station-to-Station Calling Card	\$1.12
Station-to-Station Collect	\$1.69
Station-to-Station Billed to Third Party	\$1.50
Station-to-Station Coin Sent Paid	\$1.05
Person-to-Person Calling Card	\$3.16
Person-to-Person Collect	\$3.16
Person-to-Person Billed to Third Party	\$3.16
Person-to-Person Coin Sent Paid	\$3.16
Miscellaneous Calls	\$1.50

Busy Line Verification Service	Per Use Charge
Busy Line Verification Service	\$1.12
Emergency Line Interrupt with Busy Line	\$2.25
Verification Service	

15.6 <u>One Communications Operator Services and Directory Assistance</u> (Cont'd)

15.6.2 Directory Assistance

Directory Assistance	Per Listing
Local Directory Assistance	\$1.25
National Directory Assistance	\$1.25
Toll-Free Directory Assistance	\$0.00

Directory Assistance Call Completion	Per Request
Local Directory Assistance Call Completion	\$0.35

15.7 <u>One Communications Miscellaneous Charges</u>

15.7.1 Installation

A non-recurring charge applies to the installation of a new service arrangement and to any move, add or change in the Customer's service that is requested subsequent to installation of the initial service.

	Non- Recurring Charge
OneSolutions Essential Install Charge 1 yr	\$249.00
OneSolutions Essential Install Charge 2 yr	\$199.00
OneSolutions Essential Install Charge 3 yr	\$149.00
OneSolutions Enhanced Install Charge 1 yr	\$599.00
OneSolutions Enhanced Install Charge 2 yr	\$399.00
OneSolutions Enhanced Install Charge 3 yr	\$199.00
OneSolutions Essential Additional Line Charge	\$39.00
OneSolutions Enhanced Additional Line Charge	\$39.00

- 15.7 <u>One Communications Miscellaneous Charges</u> (Cont'd)
 - 15.7.2 Customer Requested Move, Add or Change (MAC)

A non-recurring charge applies to any changes made on a line when requested by the Customer subsequent to the first 30 days following installation. Non-recurring charges apply to all requested changes including changes to features, additional directory listings etc. and are in addition to any monthly recurring charges associated with the newly requested service or features. Non-recurring charges will apply on a per order basis.

	NRC
MAC Charge, per order	\$25.00

15.7.3 Service Restoration Charge

In the event a Customer's service is suspended for non-payment, the Company will assess a Service Restoration Charge upon reactivating the Customer's service, once full payment has been received.

If service that has been suspended for non-payment is subsequently disconnected, such disconnection will be treated as a discontinuance of service, in which event termination liability may apply. Following service discontinuance, restoration of service would be treated as a request for new service and installation charges will apply. The Company also reserves the right to secure a deposit as a condition of service when service has been suspended or disconnected for reasons of non-payment

	Non-Recurring Charge
Service Restoration Charge	\$19.99

15.7 <u>One Communications Miscellaneous Charges</u> (Cont'd)

15.7.4 Digit Transposition

	Non-Recurring Charge
Digit Transposition, per DID block	\$4.99

15.7.5 Directory Listings Non-Recurring Charges

The non-recurring charges described below are applied when adding or changing a Customer's directory listings subsequent to installation of initial service. These charges are in addition to the MAC charges described in Section 15.7.2.

	Non-Recurring Charge
Additional White Page Listing	\$0.00
Non Published (private)	\$0.00
Non-Directory Listed (semi-private)	\$0.00

15.8 One Communications Usage and Calling Plans

15.8.1 Local Usage

Local usage is offered on an unlimited basis for both OneSolutions Essential and OneSolutions Enhanced.

15.8.2 Domestic Toll Service

All Customers that order OneSolutions Essential or OneSolutions Enhanced products must pre-subscribe to the Company for their toll and Long Distance service.

15.9 One Communications Toll-Free Service

15.9.1 Description of Services

One Communications Toll-Free Service offers Customers inbound calling where a toll-free number is provided for the purpose of receiving calls at no expense to the calling party.

One Solutions service packages provide Customers with a bundled number of toll and toll-free minutes per line for a flat monthly fee. Customers who exceed their allotted number of minutes in any given month will be billed a per minute rate on their overage minutes. One Communications Toll-Free service is not available on a standalone basis. A monthly recurring charge does not apply to the first toll-free number ordered, but does apply to additional toll-free numbers. Toll-free numbers must terminate to a valid phone number assigned in connection with a OneSolutions Essential or One Solutions Enhanced service package.

Toll-free numbers are reserved and assigned at random to each Customer from a general pool of available toll-free numbers provided to the Company.

Vanity numbers may be requested by the Customer; however, the Company does not guarantee the availability of any vanity numbers. Requests for vanity numbers are subject to a non-recurring charge.

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15.9 <u>One Communications Toll-Free Service</u> (Cont'd)

15.9.2 <u>One Communications Toll-Free Service Features</u>

The following features are available in conjunction with the Company's toll free service. Features can be ordered separately or in combination. A non-recurring charge applies when features are ordered, changed or disconnected subsequent to installation of the initial service:

Info Digit Blocking

Info Digit Blocking blocks calls based on the type of telephone from which the call originates, such as calls originating from payphones or prison phones.

Info Digit Routing Info Digit Routing routes and controls calls based on telephone line type.

Point of Origination Blocking (3/6/10 Digit Blocking)

Point of Origination Blocking allows or blocks calls based on originating NPA, NPA-NXX or 10 digit numbers.

Point of Origination Routing (3/6/10 Digit Routing) Point of Origination Routing routes calls to a predetermined location based on originating NPA, NPA-NXX or 10 digit numbers.

<u>Time of Day Routing (Time and Day of Week Routing)</u> Time of Day Routing routes calls to different locations based on the time and day of the week.

<u>Day of Year Routing</u> Day of Year Routing routes calls to a different location based on day of the year.

Percent Call Allocation Routing

Percent Traffic Allocation routing provides Customers with the ability to route calls to different locations based on a predetermined percentage of calls received.

Pre-Defined Alternative Routing Profiles

Pre-Defined Alternative Routing establishes alternate routing profiles, which can be activated in various predefined situations.

15.9 <u>One Communications Toll-Free Service</u> (Cont'd)

15.9.3 <u>Rates</u>

	NRC, per request
Info Digit Blocking	\$100.00
Info Digit Routing	\$100.00
Point of Origination Blocking (3/6/10 Digit Blocking)	\$100.00
Point of Origination Routing (3/6/10 Digit Routing)	\$100.00
Time of Day Routing (Time and Day of Week Routing)	\$100.00
Day of Year Routing	\$100.00
Percent Call Allocation Routing	\$100.00
Pre-Defined Alternative Routing Profiles	\$100.00
Vanity Number	\$20.00

	MRC
Toll-Free Number, per number	\$5.00

15.10 One Communications Cancellation and Early Termination of Service

15.10.1 <u>Cancellation of Service</u>

If Customer elects to cancel the service prior to installation, Customer shall owe the Company an amount equal to (I) one month's recurring charge for the service plus (II) the non-recurring charge for such service set forth in this tariff. The Customer will also be liable to the Company for any direct costs incurred by the Company as a result of the service cancellation (including any cancellation or early termination fees imposed on the Company by any service provider that was to be utilized to deliver the cancelled service).

15.10.2 Early Termination of Service

If Customer elects to terminate all or any portion of a service furnished pursuant to a fixed-term agreement subsequent to the service installation date but prior to the end of the fixed-term, Customer shall owe the Company an amount equal to the applicable monthly recurring charge for the disconnected service(s) or portion of service multiplied by the number of months remaining in the selected term. The Customer will also be liable to the Company for any direct costs incurred by the Company as a result of early termination (including any cancellation or early termination fees imposed on the Company by any service provider that was utilized to deliver the terminated service).

15.11 One Communications Deferral of Service

When a Customer elects to defer service in excess of 30 calendar days from our loop delivery date, a Service Deferment Fee will apply for each product per month until the service is either installed up through 120 calendar days. In no case will deferment of service extend beyond 120 calendar days. Installation deferments exceeding 120 calendar days will be treated as Cancellation and Cancellation charges will apply.

Monthly Deferment charges Schedule by Service

- \$15 per DS0
- \$60 per OneSolutions Essentials bundle
- \$100 per DS1 (Voice, DIA, Integrated, Multi T1 per T1)
- \$200 per DS1 Point to Point
- \$1,000 per DS3
- \$2,000 per DS3 Point to Point

15.12 [RESERVED FOR FUTURE USE]

15.13 OneSolutions Essential

15.13.1 General

OneSolutions Essential service is a multifunctional service that provides voice and high speed asymmetrical data services to business customers on an integrated basis over a single high-speed transmission facility. OneSolutions Essential service is only available where suitable facilities permit.

Customers selecting OneSolutions Essential will receive:

- Three initial analog voice DS0 channels and up to three additional DS0 voice grade DS0 channels, which may be purchased on an optional basis.
- Unlimited local calling.
- 250 domestic toll and toll-free minutes per line. Minutes will be aggregated across all voice grade DS0 channels included in the OneSolutions Essential service package (limit of 6 DS0s per service package). Included minutes not used within the billing cycle are lost.
- The following analog voice features are included at no additional charge with OneSolutions Essential: Call Forward Variable (all calls), Call Forwarding Remote Access, Call Forward Busy, Call Forward No Answer, Call Forward Busy/No Answer, Three-Way Calling, Call Transfer, Call Return, Call Waiting, Caller ID Number, Distinctive Ring, Group Call Pick-Up, Continuous Redial, Speed Dialing (8), Enhanced Speed Dialing (30), Assume or Dial 9, Abbreviated Dialing, Voice Mail, Verified or Non-Verified Account Codes, Outbound Caller ID (CNAM), Multi-Line Hunting, Caller ID Blocking, Anonymous Call Rejection, Call Hold, Touch Tone. Customers that choose OneSolutions Essential may purchase additional One Communications Analog Voice Features at rates set forth in this tariff.

- 15.13 <u>OneSolutions Essential</u> (Cont'd)
 - 15.13.1 <u>General</u> (Cont'd)
 - High-speed data services at speeds of up to 1.5 Mbps downstream and 768 kbps upstream. Upgrade options for bandwidth at 3 Mbps downstream/768 kbps upstream or 7.1 Mbps downstream/768 kbps upstream may be purchased for an additional MRC.
 - One toll-free number.

15.13 <u>OneSolutions Essential</u> (Cont'd)

15.13.2 Restrictions

- The maximum number of voice grade DS0 channels that can be ordered with a OneSolutions Essential service package is six. Additional lines purchased outside of OneSolutions Essential are available to Customers and will be provided in accordance with the rates, terms and conditions set forth in the Company's M.D.T.E. Tariff No. 1.
- A measured rate (per minute) will apply to domestic toll and toll-free usage in excess of OneSolutions Essential maximum of 250 minutes per DS0 channel (minutes aggregated across all lines that are part of OneSolutions Essential).
- Unlimited local usage applies only to voice grade DS0 channels included in the OneSolutions Essential service package.
- Unlimited local minutes included under OneSolutions Essential will only apply to voice grade service and is not available for the following types of applications:
 - Call centers, telemarketers and other companies that utilize auto-dialer or like applications.
 - Internet dial up connections and other data applications (including access to corporate LANs).
- Calls to Directory Assistance, Operator Assisted and third party billed calls, international calls, and calls to Canada and Mexico are not included in the OneSolutions Essential local and toll calling plans. Directory and Operator Assisted Calls will be billed in accordance with the rates and charges set forth in the One Communications Operator Services and Directory Assistance section of this tariff. Calls to Canada, Mexico and International locations will be billed in accordance with the Company's standard published rates.

- 15.13 <u>OneSolutions Essential</u> (Cont'd)
 - 15.13.2 <u>Restrictions</u> (Cont'd)
 - Toll-free numbers are available for use but are not the property of the Customer and cannot be sold or assigned without the Company's permission.
 - Customers that order OneSolutions Essential must pre-subscribe to the Company's toll and Long Distance service.
 - Customer-premises equipment must be compatible with Company provided equipment including but not limited to any integrated access device (IAD) that the Company may install on the Customer's premise. Unless otherwise agreed to in writing, any IAD or other equipment installed by the Company at the Customer's premise shall, at all times remain the property of the Company. Upon termination of service, the Customer will provide the Company reasonable access to the Customer's premises for purposes of removing Company-provided equipment. In the event the Customer fails to provide the Company with said access or should Company-provided equipment be returned to the Company in worse condition than that which could be reasonably expected from normal use and wear, then Customer will be liable to the Company for the then current replacement cost of such equipment.
 - Alarm lines are not available with a OneSolutions Essential service package.

- 15.13 <u>OneSolutions Essential</u> (Cont'd)
 - 15.13.3 Application of Rates
 - A) <u>Term Discounts</u> Discounts are available to customers who subscribe to OneSolutions Essential under one, two or three year term contracts.
 - Basic Monthly Recurring Charges Monthly recurring charges as described below apply to Customers who subscribe to OneSolutions Essential service.
 - C) <u>Domestic Toll and Toll-Free Usage</u> Customers who exceed their allotted domestic toll and toll-free usage number of minutes in any given month will be billed a per minute rate on their overage minutes.

15.13.4 Rates

Basic Monthly Recurring Charges	MRC
OneSolutions Essential 1.5Mb – initial 3 line – 1 year	\$138.99
OneSolutions Essential 1.5Mb – initial 3 line – 2 year	\$131.99
OneSolutions Essential 1.5Mb – initial 3 line – 3 year	\$124.99
OneSolutions Essential 3Mb Upgrade – 1 year	\$5.00
OneSolutions Essential 3Mb Upgrade – 2 year	\$5.00
OneSolutions Essential 3Mb Upgrade – 3 year	\$5.00
OneSolutions Essential 7Mb Upgrade – 1 year	\$40.00
OneSolutions Essential 7Mb Upgrade – 2 year	\$38.00
OneSolutions Essential 7Mb Upgrade – 3 year	\$37.00
OneSolutions Essential Add Line – 1 year	\$34.00
OneSolutions Essential Add Line – 2 year	\$34.00
OneSolutions Essential Add Line – 3 year	\$34.00

Domestic Toll and Toll-Free Usage	Per Minute Rate
Domestic Toll and Toll-Free Usage, overage rate	\$0.0390

15.14 OneSolutions Enhanced

15.14.1 General

OneSolutions Enhanced service provides business Customers with channels of analog or digital voice, high-speed data and as well as intra-company private networking services on an integrated basis via a single transmission facility. OneSolutions Enhanced service is only available where suitable facilities exist.

Customers selecting OneSolutions Enhanced will receive:

- Six voice channels. Up to nine additional voice channels may be purchased as part of OneSolutions Enhanced service package.
- Unlimited local calling.
- 500 domestic toll and toll-free minutes per line. Minutes will be aggregated across all channels included in a OneSolutions Enhanced service package (limit of 15 channels per service package). Allotted minutes not used within a given month are lost and may not be carried over to subsequent months.
- The following analog voice features are included at no additional charge with OneSolutions Enhanced: Call Forward Variable (all calls), Call Forwarding Remote Access, Call Forward Busy, Call Forward No Answer, Call Forward Busy/No Answer, Three-Way Calling, Call Transfer, Call Return, Call Waiting, Caller ID Number, Distinctive Ring, Call Pick-Up, Continuous Redial, Speed Dialing (8), Enhanced Speed Dialing (30), Assume or Dial 9, Abbreviated Dialing, 5 Voice Mail boxes, Verified or Non-Verified Account Codes, Outbound Caller ID (CNAM), Multi-Line Hunting, Caller ID Blocking, Anonymous Call Rejection, Call Hold, Touch Tone. Customers that choose OneSolutions Enhanced may purchase additional One Communications Analog Voice Features at rates set forth in this tariff.

- 15.14 <u>OneSolutions Enhanced</u> (Cont'd)
 - 15.14.1 <u>General</u> (Cont'd)
 - The following digital and PRI voice features are included at no additional charge with OneSolutions Enhanced: Standard or PRI Configuration, Hunting, Direct Inward Dialing, Direct Outward Dialing, Direct Inward Dialing and Direct Outward Dialing, Outbound Caller ID Name & Number, Inbound Caller ID Number Only, Verified or Non-Verified Account Codes, ESF/B8ZS or D4/AMI Circuit Framing and Non-Facility Associated Signaling (NFAS) for ISDN PRI option. Customers that choose OneSolutions Enhanced may purchase additional OneSolutions Digital and PRI Voice Features at rates set forth in this tariff.
 - OneSolutions Enhanced IP-VPN option is only available where suitable facilities exist.
 - One toll-free number.
 - Customers are provided with 20 Direct Inward Dial (DID) Numbers in connection with a One Solutions Enhanced service package.

15.14 <u>OneSolutions Enhanced</u> (Cont'd)

15.14.2 Restrictions

- The maximum number of voice channels that can be ordered under a OneSolutions Enhanced service package is fifteen. Where available, additional lines or channels can be ordered outside of the One Solutions Enhanced service package, provided however, that such additional lines or channels will be provided at the Company's standard market rates. Usage on such additional lines or channels is excluded from the calling plans offered in connection with OneSolutions Enhanced service.
- A measured rate (per minute) will apply to domestic toll and toll-free usage in excess of OneSolutions Enhanced maximum of 500 minutes per line (minutes aggregated across all lines that are part of OneSolutions Enhanced).
- Unlimited local usage applies only to voice channels that are furnished in connection with the OneSolutions Enhanced service package.
- Unlimited local minutes included under OneSolutions Enhanced will only apply to voice grade service and is not available for the following types of applications:
 - Call centers, telemarketers and other companies that utilize auto-dialer or like applications.
 - Internet dial-up connections and other data applications (including access to corporate LANs).
- Calls to Directory Assistance, Operator Assisted and third party billed calls, international calls, and calls to Canada and Mexico are not included in the OneSolutions Enhanced local and toll calling plans. Directory and Operator Assisted Calls will be billed in accordance with the rates and charges set forth in the One Communications Operator Services and Directory Assistance section of this tariff. Calls to Canada, Mexico and International locations will be billed in accordance with the Company's standard published rates.

- 15.14 OneSolutions Enhanced (Cont'd)
 - 15.14.2 <u>Restrictions</u> (Cont'd)
 - Toll-free numbers are available for use but are not the property of the Customer and cannot be sold or assigned without the Company's permission.
 - Customers that order OneSolutions Enhanced must pre-subscribe to the Company for toll and Long Distance service.
 - Customer-premises equipment must be compatible with Company provided equipment including but not limited to any integrated access device (IAD) that the Company may install on the Customer's premise. Unless otherwise agreed to in writing, any IAD or other equipment installed by the Company at the Customer's premise shall, at all times remain the property of the Company. Upon termination of service, the Customer will provide the Company reasonable access to the Customer's premises for purposes of removing Company-provided equipment. In the event the Customer fails to provide the Company with said access or should Company-provided equipment be returned to the Company in worse condition than that which could be reasonably expected from normal use and wear, then Customer will be liable to the Company for the then current replacement cost of such equipment.
 - Alarm lines are not offered in connection with a OneSolutions Enhanced service package.

15.14 <u>OneSolutions Enhanced</u> (Cont'd)

15.14.3 Application of Rates

- A) <u>Term Discounts</u> Discounts are available to customers who subscribe to OneSolutions Enhanced under one, two or three year term contracts.
- B) <u>Basic Monthly Recurring Charges</u> Monthly recurring charges as described below apply to Customers who subscribe to OneSolutions Enhanced service.
- C) <u>Domestic Toll and Toll-Free Usage</u> Customers who exceed their allotted domestic toll and toll-free usage number of minutes in any given month will be billed a per minute rate on their overage minutes.

15.14.4 Rates

MRC
\$565.00
\$515.00
\$465.00
\$25.00
\$25.00
\$25.00

Domestic Toll and Toll-Free Usage	Per Minute Rate
Domestic Toll and Toll-Free Usage, overage rate	\$0.0390