

**RNK, INC. d/b/a RNK Communications®**  
DTC TARIFF NO. 5

**NETWORK SERVICES**  
2<sup>nd</sup> Revised Page No. 1  
Replaces 1<sup>st</sup> Revised Page No. 1

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**NETWORK SERVICES**

**RNK, INC. d/b/a RNK COMMUNICATIONS®**

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**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL AND NETWORK SERVICES  
IN THE COMMONWEALTH OF MASSACHUSETTS**

**Issued: May 15, 2008**

**Effective: June 14, 2008**

Richard N. Koch, President  
333 Elm Street  
Dedham, Massachusetts 02026

**Check Sheet**

The Title Page and pages listed below inclusive, of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

\*- indicates pages included in this filing

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1	2 <sup>nd</sup> Revised (*)	32	1 <sup>st</sup> Revised	65	2 <sup>nd</sup> Revised
2	6 <sup>th</sup> Revised (*)	33	1 <sup>st</sup> Revised	66	2 <sup>nd</sup> Revised
2.1	4 <sup>th</sup> Revised (*)	34	Original	67	2 <sup>nd</sup> Revised
3	3 <sup>rd</sup> Revised	35	Original	68	2 <sup>nd</sup> Revised
4	Original	36	Original	69	2 <sup>nd</sup> Revised
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19	Original	50	1 <sup>st</sup> Revised	84	2 <sup>nd</sup> Revised (*)
20	Original	51	1 <sup>st</sup> Revised	84.1	1 <sup>st</sup> Revised (*)
21	Original	52	1 <sup>st</sup> Revised	84.2	Original (*)
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31	Original	62	2 <sup>nd</sup> Revised	92.2	1 <sup>st</sup> Revised (*)
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**NETWORK SERVICES**

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1. **CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

Other Authorized Local Exchange Carriers

Other Interexchange Carriers

**OTHER PARTICIPATING CARRIERS**

Network Backbone Providers

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

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

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

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3. **DEFINITIONS**

Certain terms used generally throughout this tariff for NETWORK SERVICES of this Company are defined below.

**Access Line:** An arrangement that connects the Customer's telephone to an RNK-designated switching center or point of presence. (T)

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

**Authorized User:** A person, firm, corporation, or any other entity authorized by the Customer to use the Company's service under the terms and conditions of this notice. The Customer remains responsible for payment of services.

**Available Usage Balance:** The amount of usage remaining on a Debit Service Account at any particular point in time. Each Service Account or Card has an Initial Usage Balance to be debited which is stated either in usage minutes or U.S. dollars, depending upon the type of service. The Available Balance is depleted as the Customer uses services provided by the Company. (T)

**Bit:** The smallest unit of information in the binary system of notation. (T)

**Calling Card:** A physical or virtual (an assigned Personal Identification Number with or without a physical or printed card) card attached to a presubscribed service, or Debit Service with or without a remaining usage balance which would be depleted on a real-time basis during each Debit Service call.

**Central Office or CO:** A site where local telephone switches and other equipment reside for purposes of routing calls and other functions.

**Commission:** Federal Communication Commission

**Company or Carrier:** RNK, Inc. d/b/a RNK Telecom®, the issuer of this tariff. (T)

**Customer:** The person, firm, corporation or other entity that orders, cancels, amends or uses services from, and is responsible for, payment of charges and compliance with the Company's applicable notices or tariffs. (T)  
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**Debit Service:** A service accessed via a "1-800" or other access number whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance of a Company-issued Debit Service.

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**Debit Service:** A calling card and/or Personal Identification Number that represents a prepaid usage balance depleted on a real-time basis during each Debit Service call.

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**Debit Service Call:** An originated telecommunications whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance of a Company-issued Debit Service.

**Debit Service Card:** A physical or virtual (an assigned Personal Identification Number with or without a physical or printed card) card representing a Debit Service, with or without a remaining usage balance which would be depleted on a real-time basis during each Debit Service call.

**Debit Service Payment:** A payment by commercial credit card, check, or draft that increases or establishes the Available Usage Balance on a Debit Service.

**Dedicated Facility:** A facility or equipment system or subsystem set aside for the sole use of a specific customer.

**Department or DTE** – The Massachusetts Department of Telecommunications and Energy

**Depletion:** Real time reductions in the Available Usage Balance, based on usage of the Customer Debit Service.

**Duplex Service:** Service that provides for simultaneous transmission in both directions.

**End User:** Any user of an intrastate telecommunications service.

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**Fiber Optic Cable:** A thin filament of glass with a protective coating through which a light beam carrying communications signal may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Individual Case Basis (“ICB”):** A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the case.

**Initial Usage Balance:** The amount of usage on a Debit Service upon issuance or activation and before any depleting call activity.

**Joint User:** A person, firm, or corporation which is designated by the customer as a user of Network Service furnished to the customer under this tariff and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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**LATA:** Local Access and Transport Area. A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

**LEC:** Local Exchange Company.

**Marks:** A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device, image or merchandise to which legal rights or ownership are held or reserved by an entity.

**Mbps:** Megabits, denotes millions of bits per second.

**NECA:** National Exchange Carriers Association.

**Network Services:** The term "NETWORK SERVICES" means any service offered herein or any combination thereof.

**Personal Identification Number (PIN):** A unique pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to identify the caller and validate the caller's authorization to use the services accessed and provided. The Customer is responsible for charges incurred through the use of his or her assigned PIN.

**Premises:** The physical space—including, but not limited to, a building, pole, right of way or collocation—designated by a Customer or authorized user for the termination of the Company's service. (C)

**Renewal:** A method of replenishing a Debit Service's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**Responsible Organization:** An entity selected by the Customer of toll-free (800/888/877) service to manage the service.

**RNK:** Refers to RNK, Inc. d/b/a RNK Telecom® unless otherwise indicated by the context. (T)

**Serving Wire Center:** A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Shared:** A facility or equipment system or subsystem that can be used simultaneously by more than one customer. (T)  
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**Sponsor:** A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with calling cards (prepaid or otherwise) or other merchandise, and contracts with the Company for the marketing of the services described herein.

**Standard Rate:** The monthly recurring rate applicable to a tariffed service ordered, purchased, or defaulted to the month-to-month service plan or agreement.

**Subscriber:** The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

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**Switched Access Origination/Termination:** Access between the Customer and an interexchange carrier provided on local exchange company Feature Group circuits where the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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**4. APPLICATION OF TARIFF**

4.1 This tariff sets forth the regulations and rates applicable to the NETWORK SERVICES provided by the Company, specifically, the furnishing of intrastate communications service to business and residential customers in connection with one-way and/or two-way information transmission between points within the Commonwealth of Massachusetts. RNK will comply with residential billing and termination requirements contained within DPU 18448. If any terms of this Tariff are ambiguous, or missing, RNK incorporates those relevant and applicable terms of its M.D.T.E. Tariff No. 3.

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## 5. REGULATIONS

### 5.1 Undertaking of the Company

#### 5.1.1 Scope

**NETWORK SERVICES** consists of furnishing dedicated high capacity communications service and switched service in connection with one-way and/or two-way information transmission between points within the Commonwealth of Massachusetts.

The Company reserves the right to refuse service to customers on the basis of poor credit history, or lack of information relating to the determination of credit history.

#### 5.1.2 Shortage of Equipment or Facilities

5.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company's control.

5.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as indicated at the sole discretion of the Company.

#### 5.1.3 Liability of the Company

5.1.3.1 Because the customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

5.1.3.2 The liability of the Company for damages, arising out of the furnishing of these services, including but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in 5.6. The extension of such allowances for interruption shall be the sole

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remedy of the customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

- 5.1.3.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond our control, including but not limited to: acts of God, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 5.1.3.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's customers facilities or equipment used for or with the services the Company offers.
- 5.1.3.5 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, malfunction or deficiency of customer-provided equipment or facilities.
- 5.1.3.6 The Company shall not be liable for the claims of vendors supplying equipment to customers of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 5.1.3.7 The Company does not guarantee nor make any warranty with respect to installations or services it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The company reserves the right, but is not obligated, to require each customer to sign an agreement

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acknowledging acceptance of the provisions of this section 5.1.3.7, as a condition precedent to such installations.

5.1.3.8 The Company is not liable for any defacement of or damage to the premises of a customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees or the Company.

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

#### **5.1.4 Claims**

The customer and any authorized or joint users, jointly and severally, shall indemnify and safe the Company harmless from claims, loss, damage, expense, or liability for libel, slander, or copyright infringement arising from the use of the service; and from claims, loss, damage, expense, or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the customer, authorized user, or joint user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense or liability arising out of any commission or omission by the customer, authorized user, or joint user in connection with the services. In the event that any such infringing use is enjoined, the customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay or such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such slander, libel, infringement, or other claims.

#### **5.1.5 Testing and Adjusting**

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

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**5.1.6 Provision of Equipment and Facilities**

5.1.6.1 All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

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

5.1.6.2 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the customer. The customer, joint user, or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise meddle with any of the facilities or equipment installed by the Company, except upon the written consent of the company.

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- 5.1.6.3 Equipment the Company provides or installs at the customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 5.1.6.4 The customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the customer, joint user, or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the customer, joint user, or authorized user provide.
- 5.1.6.5 The Company shall not be responsible for the Installation, operation, or maintenance of any customer-provided 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 or services offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
- 5.1.6.5.1 The transmission, translation, encrypting, encoding, or other manipulation of signals by customer-provided equipment or for the quality of, or defects in, such transmission or manipulation; or
  - 5.1.6.5.2 The reception of signals by customer-provided equipment.

### **5.1.7 Non-Routine Installation**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours (Monday - Friday 9:00am -5:00pm, excluding holidays) 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.

### **5.1.8 Special Construction**

Subject to the agreement of the Company and to all the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction undertaken:

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- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

Special construction charges will be determined as described in 11 following. (C)

**5.1.9 Ownership of Facilities**

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

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**5.2 Prohibited Uses**

- 5.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which customer has not obtained all governmental approvals, authorizations, licenses, consents, and permits required to be obtained by customer with respect thereto.
- 5.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant law and DTE regulations, policies, orders, and decisions.
- 5.2.3 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company.
- 5.2.4 The Company may shut down the transmission of signals or require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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**5.3 Obligations of the Customer**

The customer shall be responsible for:

1. The payment of all applicable rates and charges as set forth in this tariff;
2. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of customer, authorized user, or joint user (collectively, "customer"), of the agent or contractor of the customer, or the noncompliance by the customer, authorized user, or joint user with these regulations; or by fire or theft or other casualty on the premises of the customer, authorized user, or joint user unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. Providing 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, authorized user, or joint user 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 of way and conduit necessary for installation and maintenance of cable, circuitry and associated equipment used to provide **NETWORK SERVICES** to the customer, authorized user, or joint user from the building entrance or the property line of the land on which the structure wherein any termination point or origination point used by the customer, authorized user, or joint user is placed is located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space described in 5.3.1.3. preceding. Any and all costs associated with the obtaining and maintaining of 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 5.3.1.4 prior to accepting an order for service;
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 Company may decline to, and 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 employees or property might result from installation or maintenance by the Company;

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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 premise or the rights-of-way for which customer is responsible under section 5.3.1.4; and obtaining permission for Company agents or employees to enter the premises of the customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, maintaining, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company;
7. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which service is interrupted for such purposes;
8. Keeping the Company's equipment and facilities located on the customer's premise or rights-of-way obtained by the customer free and clear of any liens or encumbrances relating to the customer's use of the Company's services or from the location of such equipment and facilities.

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## **5.4 Customer Equipment and Channels**

### **5.4.1 In General**

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

### **5.4.2 Station Equipment**

5.4.2.1 Customer-provided terminal equipment on the premises of the customer, authorized use, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer, authorized user, or joint user.

5.4.2.2 The customer, authorized user, or joint user is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltage 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

### **5.4.3 Interconnection of Facilities**

5.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing NETWORK SERVICES and the channels, facilities, or equipment of others shall be provided at the customer's expense.

5.4.3.2 NETWORK 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 carrier which are applicable to such connections

### **5.4.3 Interconnection Provisions**

Facilities furnished under this tariff may be connected to customer-provided terminal equipment in accordance with the provisions of this tariff.

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**5.4.4 Inspections**

5.4.4.1 Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer, authorized user, or joint user is complying with the requirements set forth in herein for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned or operated facilities and equipment.

5.4.4.2 If the protective requirements for customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten (10) 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 and/or charging customer, to protect its facilities, equipment, and personnel from harm.

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## **5.5 Payment Arrangements**

### **5.5.1 Payment for Services**

5.5.1.1 The customer is responsible for the payment of all charges for facilities and services furnished to the customer or to authorized or joint users.

#### **5.5.1.2 Taxes**

The customer is responsible for the payment of any sales, use, excise, access, or other local, state, and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of NETWORK SERVICES.

### **5.5.2 Billing and Collection of Charges**

Billing and payment for service by residential customers shall be according to DPU 18448. Regardless of whether a business or residential customer, the customer is responsible for payment of all charges incurred by the customer or *users* of services and facilities furnished to the customer by the Company. Bills will be rendered monthly to the customer and billing will be in accordance with Section 5.5.6.1 contained herein. For billing purposes, every month is construed to have thirty (30) days. Invoices not paid within thirty (30) days of Invoice Date are considered past due, with the exception of Pre-paid customers, who are responsible for rendering payment to RNK on or *before* the date due, failure of which may result in disconnection.

5.5.2.1 Nonrecurring installation charges are due and payable upon presentment of an invoice to the customer.

5.5.2.2 Recurring charges are due and payable upon presentment of an invoice to the customer for the service or facility furnished. A service or facility may be discontinued for nonpayment of a bill, in accordance with billing and termination regulations.

5.5.2.3 Billing starts on the day after the Company notifies the customer that the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement, or component is discontinued. Monthly charges are billed approximately one month in arrears, except where otherwise provided in this tariff. Taxes will be separately stated on customer's bill.

5.5.2.4 If any portion of the payment is received by the Company after the payment date as set forth in 5.5.2.1 and 5.5.2.2 preceding, or if any portion of the payment is

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received by the Company in funds which are not immediately available to the Company, the Company may assess a late payment penalty according to the requirements of 220 CMR 26.10 or other applicable regulations. 220 CMR 26.10 (3) authorizes the Company to calculate the late payment charge at an annual rate of interest which is the equivalent of the rate paid on two-year United States Treasury notes for the preceding 12 months ending December 31 of any year, plus 10% (*i.e.*, 1000 basis points).

For residential customers, the Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance according to 5.5.2.

5.5.2.5 If a personal check is returned for insufficient funds or otherwise fails to be paid by the institution on which it is drawn, the Company will charge the customer up to a \$25 fee, in addition to any related fees the Company incurs from the relevant institution.

5.5.2.6 Billing Disputes for Non-Residential Customers

(N)

Non-residential Customers shall notify the Company of any disputed items on a bill within 30 days of receipt. Any unresolved disputes may be directed to the attention of the Department.

(N)

(D)

\*Section 5.5.3 formerly appearing on this page has been relocated to Page 23.1 of this tariff.

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(D)

(N)

**5.5.3 Advance Payments/Pre-Paid Service**

(M)

To safeguard its interests, the Company may require a customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's average charges for the service or facility, including all usage charges. In certain circumstances, e.g., poor credit history, the Company may, in its discretion, only offer services to a customer under the pre-paid plan, or may opt not to offer service to a customer. Customers under a pre-paid service are responsible for paying their predetermined pre-paid amount before each month's service is rendered. Should a customer not pay the required amount before the date due, their service will be discontinued and reinstallation and other charges may apply.

If a personal check is returned for insufficient funds or otherwise fails to be paid by the institution on which it is drawn, the Company will charge the customer up to a \$25 fee, in addition to any related fees the Company incurs from the relevant institution. In such cases, the customer will have five (5) business days' grace period to render a money order or cashier's check for the amount due plus applicable charges and fees to the Company before service will be discontinued. Upon request, or of its own volition, the Company may review a pre-paid customer's payment record with the Company after six month and one year intervals and offer the customer the option to become a post-paid customer.

In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a time period set by the Company and the customer. The advance payment will be credited to the customer's initial bill and/or over the relevant time period. An advance payment is not a deposit, and may in fact be required in addition to a deposit.

(M)

\*Section 5.5.3 formerly appeared on Page 23 of this tariff.

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**5.5.4 Deposits**

5.5.4.1 To safeguard its interests, before a service or facility is furnished, the Company may require a customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation.

Deposits may only be required from new accounts; or from accounts for service of a similar character (at any location, under any name) if such service has been properly terminated during the last eighteen months (18) months due to non-payment; or if a customer's account has failed to pay at least two (2) invoices, not reasonably in dispute, within forty-five (45) days from the date of receipt of such invoices during one 18-month period. The maximum amount of any security deposit required shall not exceed the greater of either:

(C)

(A) two months average usage, or

(B) the usage for any one month of service on the account,

(T)

(D)

Such usage shall be calculated on the basis of the immediately preceding twelve months' consumption if the same or similar use is being made of the service; or if there is no relevant consumption history to determine the prior usage, the company and the customer shall use their best efforts to determine an average twelve months' consumption upon which to base the maximum security deposit.

5.5.4.2 A deposit may be required in addition to advance payment.

5.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the customer's account and any credit balance remaining will be refunded within a reasonable time. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the customer's account.

5.5.4.4 Deposits held for residential customers will accrue interest at a rate specified by the Commission or at the rate of 6% per annum as per DPU 18448. Deposits held for business customers will accrue interest after 6 months, among other requirements, as per 220 CMR 26.09.

(T)

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#### 5.5.4.5 Refund of Deposit

The security deposit, plus any accrued interest, not previously credited to the account, shall be refunded or credited without request if the customer has paid all invoices for usage within forty-five (45) days of receipt for any twenty-four (24) month period from the date of deposit. Such refund or credit shall occur no later than the next billing cycle after satisfactory completion of the 24-month period.

#### 5.5.4.6 Customer Information

All deposit requirements by the Company shall be set forth in writing. Such writing shall contain the amount of the deposit required and the basis for the amount. Where the commencement of service is not conditional upon payment in part or in full of the required deposit, the deposit requirement notification may be initially by means other than writing, provided, however, that such notification is confirmed in writing containing the required information within ten (10) days after the initial deposit request by the Company.

#### 5.5.4.7 Method of Payment

If a security deposit is required pursuant to Section 5.5.4.1, it shall be payable in cash, certified check, bond, irrevocable letter of credit, or any other guaranteed means of payment. Where such deposit is paid by means other than cash, such means shall be renewed as necessary in order to maintain the security deposit. Service is conditional upon the verification of the enforceability of any non-cash means of payment, provided that such non-cash means is not enforceable on its face or does not appear to be a generally accepted manner of guarantee. In the event a non-cash security deposit is deemed unenforceable and is not cured within ten (10) days of said event, the Company shall have available to it all allowable forms of enforcement.

#### 5.5.4.8 Termination for Non-Payment of Security Deposit

A customer's service may be terminated if such service was furnished conditionally upon payment of the required security deposit and such deposit is not provided. In such an event, a customer shall be given written notice of said termination of service indicating that service will be terminated and the conditions under which said termination will take place.

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**5.5.5 Discontinuance of Service**

- 5.5.5.1 After complying with relevant procedures and upon non-payment of any charges or deposits owing to the Company (Sec. 5.5.2), the Company will notify the customer of discontinuance in writing by first class U.S. mail.
- 5.5.5.1.a If the Company discontinues service to a RESIDENTIAL Customer, it will do so in accordance with DPU 18448 (although, as per Section 5.5.2, pre-paid customers may be discontinued in a more expedited manner, at their option evidenced by any failure to pre-pay).
- 5.5.5.1.b After complying with the procedures described in 5.5.2, and upon nonpayment of any charges or deposits owing to the Company by a BUSINESS Customer, the Company will notify the customer in writing, by first class U.S. Mail that discontinuance or suspension of service will occur in five (5) days, with reasons specified, and without incurring (C) any liability. The Company may also attempt to contact the customer via telephone and other medium before service is discontinued..
- 5.5.5.2 Upon violation of any of the other terms or conditions for furnishing service under this tariff, the Company, by 30 days' prior notice in writing to the customer, may discontinue or suspend service under this tariff without incurring any liability.
- 5.5.5.3 Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a customer or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may immediately discontinue or suspend service under this tariff without incurring any liability.
- 5.5.5.4 Upon the customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately, or to the extent provided in applicable laws, discontinue or suspend service under this tariff without incurring any liability.
- 5.5.5.5 Upon the Company's discontinuance of service to the customer under section 5.5.5.1 or 5.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this

tariff, may declare that all future monthly and other charges that the customer would have paid during the remainder of the minimum term as defined in the executed Contract for Service between RNK and customer for the specified circuit for which such services would have otherwise been provided to the customer are immediately due and payable (discounted to present value at 6%).

5.5.5.6 Upon the discovery of exigent circumstances that threaten the network or network security involving Company's provision of service to customer, Company reserves the right to act in the best interest of the Company to preserve the network, including without limitation, immediate discontinuance or suspension of service provided under this tariff without incurring any liability.

5.5.5.7 Limiting of Services for Lack of Payment

Should a customer fail to pay for services in a timely manner, including, but not limited to when a customer is scheduled to have services discontinued via DPU 18448, or has agreed to a payment plan for delinquent amounts, the Company reserves the right to temporarily discontinue, with notice to the customer, ancillary or enhanced services, service plans, and long distance, including, but not limited to voice-mail, call waiting, call forwarding, touch tone, voice-mail, "900"- or fee-per-call services, collect or third-party call receiving, and any Unlimited Service plan. The Company will abide by DPU 18448 in allowing a customer whose service is limited to still have basic local phone service.

**5.5.6 Fractional Charges**

5.5.6.1 Monthly Services

For monthly service that does not begin on the first day of the billing month, or end on the last day of the billing month, the charge for the fraction of the month that service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

**5.5.7 Cancellation of Application for Services**

5.5.7.1 Applications for service are not cancelable unless the Company otherwise agrees. Pursuant to Section 5.1.1, the Company may cancel an application when a customer's credit record is poor, or customer fails to provide Company with information requested and required for purposes of determining a credit history. Where the Company permits a customer's request to cancel an application for

service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. All requests for cancellation must be made in writing by customer to RNK.

- 5.5.7.2 Where, prior to cancellation by the customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the recurring and non-recurring charges for the minimum period ordered, including without limitation 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 6%).
- 5.5.7.3 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 actual costs elements including, without limitation, 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.
- 5.5.7.4 The special charges described in 5.5.7.1 through 5.5.7.3 will be calculated and applied on a case-by-case basis.

**5.6 Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the customer or of an authorized or joint user, or to the operation or malfunction of the facilities, power, or equipment provided by the customer or authorized or joint user, will be credited to the customer as set forth in 5.6.1 for the part of the service that the interruption affects.

**5.6.1 Credit for Interruptions**

5.6.1.1 A credit allowance may be made available when an interruption occurs because of a failure of any component furnished under this tariff. An interruption period begins when the customer reports to the Company a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. Any report of a service interruption of more than 24 hours, as described herein, for which credit is sought by the customer, must be made in writing to the Company.

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

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

<u>Interruptions of 24 Hours or Less</u>	
<u>Length of Interruption</u>	<u>Interruption Period to be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 day
3 hours up to but not including 6 hours	1/5 day
6 hours up to but not including 9 hours	2/5 day

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9 hours up to but not including 12 hours      3/5 day

12 hours up to but not including 15 hours      4/5 day

15 Hours up to but not including 24 hours      One day

Two or more interruptions of 30 minutes or more during any one twenty-four hour period shall be considered as one interruption. In no event shall such interruption credits exceed one day in any 24-hour period.

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

### **5.6.2 Limitations on Allowances**

No credit allowance will be made for:

5.6.2.1 Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company.

5.6.2.2 Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company. Absent certification of NEBS or relevant industry standard compliance or prior written approval by Company of customer equipment, customer facilities, equipment or power, as indicated, will be presumed to be the cause of the interruption.

5.6.2.3 Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated.

5.6.2.4 Interruptions of service that occur or continue due to the customer's failure to authorize replacement of any element of special construction.

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5.6.2.5 Interruptions of service during any period when the customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements.

**5.7 Joint Use Arrangements**

5.7.1 Joint use arrangements will be permitted for all services offered pursuant to this tariff, unless specified to the contrary.

5.7.2 From each joint use arrangement, one member will be designated the customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this customer. Without affecting the customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

5.8 **Cancellation or Termination of Service by Customer -Termination Liability** (M)

5.8.1 **Digital Centrex Service**

The minimum period for a Digital Transport Facility is one year. A one-month minimum service period is applicable to DID telephone numbers, each digital port and each A/D converter. (T)

The **Termination Charge** for a DTF disconnected prior to the expiration of its minimum service period is the total of remaining monthly payments. (T)

5.8.2 **Transmission, Network Services, and Multiplexing—Early Termination Liability**

**A. Optional Payment Period (OPP)** - If a customer terminates service or cancels an Optional Payment Period (OPP) before the expiration of a commitment period, the customer is subject to a termination liability charge. If a customer terminates service prior to a minimum service period, the minimum service period charges also apply, in addition to the discounted monthly rates for each local distribution channel, for the interoffice channels, for each central office multiplexing arrangement, and for the alternate serving wire center optional feature. The termination charges applicable to DS-1 service by the customer.

The present value of the outstanding OPP monthly rate is determined in accordance with the principle of the time value of money at an effective interest rate of .99384% monthly. When a customer disconnects some or all discounted channels in order to replace the disconnected channels with other channels, the appropriate minimum service period charges would apply. The termination liability does not apply provided that the orders for the new channels and the disconnection of the existing channels are placed with the same time and the new channels have an equal or higher channel capacity than the disconnected channels. (T)  
(T)  
(T)

A customer may, at any time prior to the expiration of the selected payment period for an existing OPP, change to an OPP with a longer payment period at the then effective discount. No termination liability charges will apply for any services extended under the longer commitment period. The monthly rates applicable for the longer commitment period will apply effective with the next bill day following the request for the change. (T)  
(D)

**B. Expiration** — At the end of the payment period, the customer will have the option of subscribing to any then effective discount plans. If the customer does not notify the Company of the customer’s intentions at least thirty (30) days prior to the expiration of the payment period, service will continue under standard terms and rates then in effect (i.e., monthly) until notice of termination or discount options is provided to Company by customer.

\*Material in Section 5.8 previously appeared as Section 7.8, pages 96-97 (M)

**C. Transfer of Service** will not be provided.

(M)

**D. Termination Charges by Payment Period**

<b>Payment Period</b>	<b>Termination Charges</b>
Month-to-Month	100% of the charges for the month in which service is disconnected
36 Months	50% of the present value of the remaining monthly payments
60 Months	100% of the present value of the remaining monthly payments

(C)

(C)

Actual costs and charges as otherwise provided in the tariff may apply.

(M)

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\*Material in Section 5.8 previously appeared as Section 7.8, pages 96-97

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**6. SERVICES**

**6.1 General**

NETWORK SERVICES consist of any of the services offered hereunder, either individually or in combination. Each service is offered independent of the others. Rates for Services found in Section 6 will be found in the corresponding subsection of Section 7 (e.g. rates for Subsection 6.2 are contained in Section 7.2) (N)  
(N)  
(N)

**6.2 Dedicated Transmission Service** (C)

**Dedicated** Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications. (C)

**6.2.1 Basic and Mixed Vendor Services**

**Dedicated** Transmission Services may be provided either entirely via the Company's facilities (Basic Services) or via a combination of the Company's facilities and those of another carrier (Mixed Vendor Services), depending upon the availability of facilities and at the sole discretion of the Company. Within 72 hours of ordering a **Dedicated** Transmission Service, the Company will apprise the Customer of whether the ordered service will be available as Basic or Mixed Services. Unless the customer is notified within 72 hours of placing a service order, Basic Service rates apply. Mixed Vendor Service rates will apply on an individual case basis. (C)  
(C)  
(C)  
(C)  
(C)  
(C)  
(C)

**6.2.2 Speeds**

Digital channels over the Company's network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

- DS0 - up to 64 Kbps
- DS1 - 1.544 Mbps
- DS3 - 44.736 Mbps

Digital channels operating at speeds other than those listed above (e.g. fractional DS1 and/or DS3, or OC-n) may be provided at the Company's option on an Individual Case Basis (ICB).

**6.2.3 Service Functions**

Service functions are optional features or arrangements that are available for use with a 1.544 Mbps (DS1) or 44.736Mbps (DS3) channel.

A. **Central Office Multiplexing DS1 to Voice** allows for up to 24 individual voice grade or analog data private lines on a channelized basis for use with a 1.544 Mbps circuit. (M)(C)

B. **Central Office Multiplexing DS1 to Digital** allows for up to 24 individual digital private lines to be derived from a 1.544 Mbps circuit. This function is offered for the same customer at multiplexing hubs. (M)(C)

C. **Clear Channel Capability (CCC)** provides a bipolar with eight zero substitution (B8ZS) encoding technique that allows a customer to transport 1.536 Mbps information rate signals over a 1.544 Mbps channel circuit with no constraint on the quantity or sequence of ones (mark) and zero (space) bits. This arrangement allows customers to derive 64 kbps clear channels. This service is provided only on 1.544 Mbps digital service between two customer-designated premises and is subject to the availability of facilities. This arrangement requires that customer provided multiplexing equipment to be compatible with the B8ZS line code.

D. **Central Office Multiplexing DS1 to DS3** - allows for up to 28 individual digital DS1s to be derived from a 44.736 Mbps (DS3) circuit. This function is offered for the same customer at multiplexing hubs.

E. **Central Office Fiber Multiplexing** – allows for a Optical Carriers (OC-n) of any level to be converted to its constituent DS3 (electrical) circuits (N)  
(N)  
(N)

**6.2.4 Minimum Period**

The minimum initial service period is three months.

**6.2.5 Determination of Mileage**

A. Mileage used to determine the rate for a local distribution channel is the airline distance measured, in increments of ½ mile, directly between the customer's premises and the serving central offices;

B. Mileage used to determine the rate for a 1.544 Mbps interoffice channel is the airline distance measured, in one-mile increments, directly between the serving central offices or between a serving central office and the Telephone Company multiplexing hub. (T)

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**6.2.6      Application of Rates and Charge**

**Premises Work Charges** apply in addition to the monthly rates and Service & Equipment (“S&E”) charges for service.

**Interoffice Channels** — When the interoffice channel is connected at the same time as the local distribution channel, the S&E charge applies, per interoffice channel.

When the interoffice channel is installed without the associated local distribution channel the interoffice S&E charge applies as does an additional S&E charge which is assessed per interoffice channel.

**6.2.7      DS0**

Digital Services provide a digital transmission channel capable of normally carrying digital data signals. DS0 Services are Digital Channels furnished by the Company at transmission speeds up to 64 kbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335.

The following service configurations are available.

**6.2.7.1      Low Speed Data Service**

RS232, DB25 connector demarcation and handoff. Provides point-to-point, DDS-compatible full-duplex synchronous circuit operating 2.4 Kbps, 4.8 Kbps, or 9.6 Kbps, with error correction. Supports all DDS control codes. Secondary channel is supported. (Compatible NCI Codes: 06DU5-24, 06DU5-48.)

**6.2.7.2      56 Kbps Data Service**

RS232, DB25 connector or V.35 demarcation and handoff. Provides point-to-point, DDS-compatible full-duplex synchronous circuit operating at 56 kbps, or multiples thereof. No error correction is provided. Supports all DDS control codes. (Compatible NCI Code: 06DU5-56.)

**6.2.7.3      64 Kbps Data Service - RS232, DB25 connector or V.35 demarcation and handoff. Provides point-to-point, clear channel, full-duplex synchronous data**

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circuit at 64 Kbps or multiples thereof. No error correction or in-band control codes are supported.

6.2.7.4 Effective 2-Wire Service

Effective 2-Wire Service provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

6.2.7.5 Private Line Manual Ringdown - 2 wire, 600 ohm or 900 ohm, Loop Start, RJ21X demarcation and handoff. (NCI Code: 02AC2, 02AC3) provides circuit connecting two specific locations, where signaling (i.e. , ringing current) is provided externally by the customer. A transmission can be originated from either end. Ringing at 20 Hz will be at the industry-standard voltage and current.

6.2.7.6 Private Line Automatic Ringdown (PLAR) -2 wire, 600 ohm, Loop Start, RJ21X demarcation and handoff (NCI Code: 02LR2) provides circuit connecting two specific locations, where signaling (ringing) is automatically generated by the Company upon off hook (transmission origination) . Either end can originate the transmission. Ringing at 20 Hz will beat industry-standard voltage and current.

6.2.7.7 OPX/Tie Line/Tie Trunk Private Lines (OPX) - 2 wire, 600 ohm or 900 ohm, Loop or Ground Start, RJ21X demarcation and handoff. (Possible NCI Codes: 02GS2, 02GS3, 02LS2, 02LS3, 02L02, 02L03, 02G02, 02G03, 04EA2-M, 04EA2-E, 06EB2-M, 06EB2-E, 06EA2-M, 06EA2-E, 08EB2-M, 08EB2-E, and 08EC2.) The circuit will be transparent to OPX signaling (e.g., DP or MF dialing, ringing)

6.2.7.8 2-Wire Transmission Only - 2 wire, 600 ohm or 900 ohm, open loop (continuously connected), RJ21X demarcation and handoff. C4 conditioned circuit connecting two locations, typically used for voice band data service.

6.2.7.9 Effective 4-Wire Service provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech and duplex transmission of data converted to analog signals. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 4-wire data-conditioned telephone circuit. Specific configurations are as follows:

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6.2.7.10 4-Wire Transmission Only - 4 wire, 600 ohm or 900 ohm, open loop (continuously connected), RJ21X demarcation and handoff. C4/DI conditioned circuit, with separate transmit and receive wire pairs. (NCI Codes: 04N02, 04DA2.

### 6.2.8 DS1 - 1.544 Mbps

Digital channels furnished by the Company at 1.544 Mbps, interconnections to such channels and equipment interfacing to such channels shall meet the following technical specifications:

Line Rate: 1.544 Mbps +/- 130 ppm  
Line Code 1: Bipolar (Alternate Mark) Inversion (AMI)  
or  
Line Code 2: Bipolar 8 zero substitution (B8Zs)  
Test Load: 100 ohms resistive

Pulse Shape: The Pulse Amplitude shall be between 2.4 and 3.6 volts Power Levels: For an all-ones transmitted pattern, the power in a 2 kHz band about 772 shall be 12.4-18.0 dBm and the power in a 2 kHz band about 1544 kHz shall be at least 29 dB below that in a 2 kHz band about 771 kHz.

Pulse Imbalance: There shall be less than 0.5 dB difference between the total power of the positive pulses and of the negative pulses.

Notes:

1. The CCITT specification is +50 ppm.
2. Recommended for new equipment: The power in a 2 kHz band about 772 kHz shall be 12.6 - 17.9 dBm. CCITT requirements: The power in a 3 kHz band about 772 kHz is 12.0 - 19.0 dBm.

CCITT requirements: The power in a 3 kHz band about 1544 kHz shall be at least 25 dB below that in a 3 kHz band about 772 kHz.

#### 6.2.8.1 Interconnections and Equipment Interfacing

Interconnections to such channels and equipment interfacing to such channels shall meet the following technical specifications:

A 1.544 Mbps channel provided on a two point basis and consists of two point

digital channels and equipment which provide for simultaneous two-way transmission of serial, bipolar, return to zero, digital signals at a transmission speed of 1.544 Mbps. A 1.544 Mbps channel is designed to provide an average performance of at least 98.75% error-free seconds of transmission measured over a continuous 24-hour period.

Central Office (CO) Multiplexing may be provided from suitably equipped multiplexing hubs. The customer is responsible for the assignment of individual channels within the multiplexer and for maintaining records of those assignments.

The central office multiplexing capability is provided by a central office multiplexer at designated multiplexing hubs which converts a 1.544 Mbps channel to 24 channels for use with voice grade services and/or analog data services or to 24 channels for use with digital services.

#### **6.2.8.2 DS1- Optional Features**

- A.** For central office multiplexing DS1 to Voice, rates and charges for voice grade connections from the central office multiplexer for Private Lines include signaling arrangements. Rates and charges for conditioning for Private Line analog data voice grade connections are set forth in Section 7.2, below.
- B.** Rates and charge for voice grade connections from the central office multiplexer to a customer premises or a foreign exchange service in a different serving central office are provided as Private Line channels.
- C.** For central office multiplexing DS1 to Digital, rates and charges apply for digital private line connections from the central office multiplexer to a customer premises.

**6.2.9 DS3**

Digital channels furnished by the Company at 44.736 Mbps, interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps +20 ppm  
Line Code: Bipolar with three-zero  
Substitution  
Test Lead: 75 ohms resistive + 5 percent

**Power Levels:**

For an all-ones transmitted pattern, the power in a 2 kHz band about 22.368 kHz shall be -1.8 to +5.7 dEm and the power in a 2 kHz band about 44.736 MHz shall be at least 20 dB below that in a 2 kHz band and about 22.368 kHz. 1

**NOTES:**

1. The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 kHz bands.

**6.2.9.1 Optional Features**

- A. For central office multiplexing DS3 to Digital, rates and charges apply for digital private line connections from the central office multiplexer to a customer premises.

**6.2.10 Digital Transmission Services Variable Term Payment Plan (VTPP)**

The monthly rates and Service & Equipment (“S&E”) charges for Digital Transmission Services are offered under the VTPP. The VTPP monthly rates and S&E charges are payable over the following Optional Payment Periods (OPP) as selected by the customer.

- A. Only the local distribution channel, intracentral office distribution channel, central office multiplexing and interoffice channels are eligible for the OPPs of 36 month or 60 months.
- B. The available OPPs for Digital Transmission Services monthly rates are month-to-month, 36 months and 60 months.
- C. The available OPPs for Digital Transmission Services S&E charges are 36 months and 60 months.
- D. When a customer selects the S&E charge 36 or 60 month OPP, their S&Es reflect a 50% reduction.
- E. The total number of S&E charges included in an OPP may not exceed the total number of local distribution channels and interoffice channels included in the OPP.
- F. The OPP selected for the S&E charges must be the same as the OPP established for monthly rates.
- G. An OPP may not be established only for S&E charges. The monthly rates for the channels which incurred the charges must also be included.

**6.2.11 Termination Liability**

- A. If a customer terminates service or cancels an OPP before the expiration of a commitment period the customer is subject to a termination liability charge.
- B. If a customer terminates service prior to a minimum service period, the minimum service period charges also apply, in addition to the corresponding, e.g., discounted, monthly rates for each local distribution channel and for the interoffice channels.
- C. The termination charges applicable to a 1.544 Mbps channel are dependent upon the payment period selected by the customer.
- D. When a customer disconnects some or all discounted channel in order to replace them with other Telephone Company provided channels the appropriate minimum service period charges would apply.
- E. The termination liability does not apply provided that the orders for the new channels and the disconnect of the existing channels are placed with the Telephone Company at the same time and the new channels have an equal or

- F. higher channel capacity and an equal or longer term and/or volume commitment than the disconnected channels.
- G. A customer may, at any time prior to the expiration of the selected payment period for an existing OPP, change to an OPP with a longer payment period at the then-effective discount.
- H. No termination liability charges will apply for any services extended under the longer commitment period. The monthly rates applicable for the longer commitment period will apply effective with the next bill day following the request for the change.

### **6.2.12 Expiration**

6.2.12.1. At the end of the payment period, the customer will have the option to subscribe to any then-effective discount, OPP/VTPP plan or to retain the service under the Standard Rates in effect at the time. If the customer does not notify the Telephone Company of its choice upon expiration of the initial or renewal payment period, service will continue and Standard Rates will be applied on a month-to-month basis.

6.2.12.2. If a customer declares bankruptcy but retains post petition service pursuant to a court order, the U.S. Bankruptcy Code (e.g., via utility company exception, administrative priority, etc ...) or other relevant law or rule, and rejects a remaining service term commitment, the term is thereafter deemed to have expired on the date of bankruptcy and all service provided from the date of bankruptcy forward is pursuant to the Company's Standard Rates on a month-to-month basis pursuant to Section 6.2.12.1.

**6.2.13 Shared Entrance Facility Multiplexing**

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**6.2.13.1 General Description**

Shared Entrance Facility Multiplexing is a service that allows customers that wish to terminate switched traffic and/or dedicated circuits to a Company Central Office or switching facility to do so by using Company-provided Optical multiplexing equipment, where the carrier customer does not wish to provide its own equipment for such terminations. By utilizing this service, an Optical Carrier facility is converted into electrical transport facilities. The resulting digital signal may be converted down to a lower transmission level, and the remaining signal can be input into a switch port, DSX panel, or DACS.

**6.2.13.2 Regulations**

- 6.2.13.2.A Shared Entrance Facility Multiplexing is only for use where switched and/or dedicated transport is provided by a third-party vendor. Company-provided transport, unless otherwise specified, includes this functionality.
- 6.2.13.2.B Shared Entrance Facility Multiplexing is only provided in Company Central Office or Company-specified switching facilities and is available on a capacity-available basis.
- 6.2.13.2.C Customer shall provide RNK with regular forecasts, in a mutually approved format, regarding the number of minutes per month expected to be terminated via the Shared Entrance Facility Multiplexing arrangement, so as to enable RNK to configure optimum network arrangements.
- 6.2.13.2.D RNK reserves the right to limit the facilities it assigns to terminate traffic for Customer. RNK will use reasonable efforts to provide Customer with advance notice of any limitation of the facilities it assigns to Customer, but in no event less than twenty-four (24) hours notice.
- 6.2.13.2.E Customer agrees to provide RNK with not less than thirty (30) days notice of any projected increase in traffic greater than twenty five percent (25%).
- 6.2.13.2.F Customer may cancel this service and/or transfer switched traffic and/or dedicated circuits to their own or 3<sup>rd</sup>-party provided entrance facilities at any time without termination liability.

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**6.2.13.3 Rate Regulations**

6.2.13.3.A Rates for Shared Entrance Facility Multiplexing Service shall be in addition to those charged by the Company for other services ordered in conjunction with this service.

6.2.13.3.B Dedicated Circuits terminated via this service shall be assessed a fixed monthly charge per DS-1, DS-3 as may be applicable.

6.2.13.3.C A per-minute charge shall also be assessed for the common multiplexing and transport of telecommunications traffic (for which the Company otherwise does not have responsibility terminated on or via the Entrance Facility equipment.

6.2.13.3.D Billing shall be on a monthly basis, in arrears.

6.2.13.3.E Rates for this service are contained in Section 7.2, below.

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**6.3 NETWORK SWITCHED SERVICES**

(C)

Network Switched Services provide a business or residence customer a connection between a customer and the Public Switched Telephone Network Services are provided in accordance with the provisions below. Rates for Network Switched Services are set forth in Section 7.3, *infra*.

**6.3.1 General**

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

(C)

- place or receive calls to any Station in the local calling area, as defined herein;
- access basic or enhanced 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- place or receive calls to 800/888 telephone numbers;
- access Telephone Relay Service.

The Company's Service cannot be used to originate calls to other telephone companies' caller-paid information services (i.e., 900/976). Calls to those numbers and other numbers used for caller-paid fee-per-call information services to an information services platform will be blocked by the Company's switch(s).

**6.3.2 Service Area:** Where facilities are available, service areas are defined by the following NPA-NXX designations, as may be augmented or modified from time to time:

Service Area: Eastern Mass./LATA 128

**Rate Center**

<b>Municipality</b>	<b>NPA</b>	<b>NXX</b>
Falmouth	508	388
Hyannis	508	418
Osterville	508	419
Dennis	508	470
Worcester	508	556
Marlboro	508	658

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New Bedford	<b>508</b>	<b>817</b>
Framingham	<b>508</b>	<b>834</b>
Fall River	<b>508</b>	<b>974</b>
Milton	<b>617</b>	<b>313</b>
Watertown	<b>617</b>	<b>402</b>
Cambridge	<b>617</b>	<b>453</b>
Brighton	<b>617</b>	<b>586</b>
Quincy	<b>617</b>	<b>829</b>
Boston	<b>617</b>	<b>861</b>
Newton	<b>617</b>	<b>862</b>
Hanover	<b>781</b>	<b>312</b>
Sharon	<b>781</b>	<b>327</b>
Bedford	<b>781</b>	<b>382</b>
Duxbury	<b>781</b>	<b>452</b>
Needham	<b>781</b>	<b>474</b>
Whitman	<b>781</b>	<b>524</b>
Dedham	<b>781</b>	<b>613</b>
Braintree	<b>781</b>	<b>654</b>
Malden	<b>781</b>	<b>667</b>
Kingston	<b>781</b>	<b>689</b>
Lynn	<b>781</b>	<b>691</b>
Stoughton	<b>781</b>	<b>695</b>
Norwood	<b>781</b>	<b>725</b>
Waltham	<b>781</b>	<b>786</b>
Marshfield	<b>781</b>	<b>566</b>
Stoneham	<b>781</b>	<b>954</b>
Winchester	<b>781</b>	<b>604</b>
Rockland	<b>781</b>	<b>384</b>
Hingham	<b>781</b>	<b>908</b>
Weymouth	<b>781</b>	<b>277</b>
Norwell	<b>781</b>	<b>561</b>
Saugus	<b>781</b>	<b>484</b>
Woburn	<b>781</b>	<b>787</b>
Arlington	<b>781</b>	<b>819</b>
Revere	<b>781</b>	<b>951</b>

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Scituate	<b>339</b>	<b>526</b>
Cohasset	<b>339</b>	<b>337</b>
Medford	<b>339</b>	<b>545</b>
Brookline	<b>857</b>	<b>576</b>
Somerville	<b>857</b>	<b>997</b>
Belmont	<b>857</b>	<b>626</b>
Chelsea	<b>857</b>	<b>776</b>
Roxbury	<b>857</b>	<b>399</b>
Dorchester	<b>857</b>	<b>217</b>
Nantucket	<b>774</b>	<b>333</b>
Plymouth	<b>774</b>	<b>773</b>
Brockton	<b>774</b>	<b>776</b>
Marion	<b>774</b>	<b>553</b>
N. Attleboro	<b>774</b>	<b>643</b>
Franklin	<b>774</b>	<b>613</b>
E. Douglas	<b>774</b>	<b>728</b>
Wellfleet	<b>774</b>	<b>383</b>
Edgartown	<b>774</b>	<b>549</b>
Charlton	<b>774</b>	<b>224</b>
Lawrence	<b>978</b>	<b>237</b>
Ipswich	<b>978</b>	<b>238</b>
Ashburnham	<b>978</b>	<b>252</b>
Concord	<b>978</b>	<b>254</b>
Groton	<b>978</b>	<b>272</b>
Sudbury	<b>978</b>	<b>295</b>
Wilmington	<b>978</b>	<b>315</b>
Haverhill	<b>978</b>	<b>361</b>
Lowell	<b>978</b>	<b>364</b>
Acton	<b>978</b>	<b>393</b>
Peabody	<b>978</b>	<b>395</b>
Littleton	<b>978</b>	<b>431</b>
Billerica	<b>978</b>	<b>435</b>
Rowley	<b>978</b>	<b>484</b>
Gloucester	<b>978</b>	<b>515</b>
No. Reading	<b>978</b>	<b>543</b>

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Newburyport	<b>978</b>	<b>572</b>
Berlin	<b>978</b>	<b>592</b>
Athol	<b>978</b>	<b>593</b>
Leominster	<b>978</b>	<b>786</b>
Danvers	<b>978</b>	<b>791</b>
Andover	<b>978</b>	<b>806</b>
Hubbardston	<b>978</b>	<b>820</b>
Gardner	<b>978</b>	<b>958</b>
Townsend	<b>978</b>	<b>300</b>
Bolton	<b>978</b>	<b>216</b>
Barre	<b>978</b>	<b>434</b>
Sterling	<b>978</b>	<b>286</b>
Maynard	<b>978</b>	<b>243</b>
Hamilton	<b>978</b>	<b>347</b>
Fitchburg	<b>978</b>	<b>400</b>
Westford	<b>978</b>	<b>799</b>
Clinton	<b>978</b>	<b>706</b>

**Service Area: Western Mass./ LATA 126**

Northfield	<b>413</b>	<b>239</b>
Hinsdale	<b>413</b>	<b>251</b>
Northampton	<b>413</b>	<b>341</b>
Springfield	<b>413</b>	<b>351</b>
Palmer	<b>413</b>	<b>370</b>
North Adams	<b>413</b>	<b>398</b>
Pittsfield	<b>413</b>	<b>418</b>
So. Deerfield	<b>413</b>	<b>453</b>
Chicopee	<b>413</b>	<b>459</b>
Amherst	<b>413</b>	<b>461</b>
Chesterfield	<b>413</b>	<b>471</b>
Holyoke	<b>413</b>	<b>561</b>
Great Barrington	<b>413</b>	<b>591</b>
Otis	<b>413</b>	<b>679</b>
Huntington	<b>413</b>	<b>685</b>
Lenox	<b>413</b>	<b>728</b>
Westfield	<b>413</b>	<b>729</b>
Brimfield	<b>413</b>	<b>752</b>
Ware	<b>413</b>	<b>758</b>

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Greenfield	<b>413</b>	<b>829</b>
Ashfield	<b>413</b>	<b>853</b>
W. Stockbridge	<b>413</b>	<b>889</b>
Gilbertville	<b>413</b>	<b>497</b>
Warren	<b>413</b>	<b>338</b>
Cummington	<b>413</b>	<b>200</b>
Lee	<b>413</b>	<b>327</b>
Shelburne Falls	<b>413</b>	<b>489</b>
Belchertown	<b>413</b>	<b>252</b>
Ludlow	<b>413</b>	<b>308</b>
Wilbraham	<b>413</b>	<b>438</b>

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**6.3.3 Local Calling Areas and Discounted Toll Zones**

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(D)  
(N)

**6.3.3.1 Local Calling Areas:** For a particular exchange, the Local Calling Area for end-users with telephone numbers assigned to that exchange are the “home and contiguous exchanges” as defined by the Department

**6.3.3.2 Discounted Toll Calling Zones:** In the Metropolitan Boston LATA subscribers in some exchanges (as described in Verizon-MA M.D.T.E. Tariff No. 10, Part A, Section 5), depending on the calling plan, calls to exchanges in these Zones, will be generally rated at toll or discounted toll rates based on Zone 1 or Zone 2 designation pursuant to DTE Docket 89-300. Rates are set forth in Section 7.3, following.

(N)

**6.3.4 Customer Dialed Classes of Service**

“Station-to-station” rates apply to a call that is dialed and completed by a customer without assistance of an operator.

The services of an operator are not used to complete such a call or to furnish any information or assistance relating to billing or charges for such a call, except, but not limited to:

1. Collect Calls
2. Bill to Third Number Service dialed by a customer
3. Person to Person calls completed with the assistance of an operator
4. General Assistance calls requesting information from the operator

(D)

(Material Previously appearing on this page is now located on page no. 48)

(D)  
(N)

6.3.5 **Postpaid IntraLATA Toll Service Calls:** Calls that terminate outside the caller’s Local Calling Area or Discounted Toll Zones, but within the LATA (as described in 6.3.3, *supra*) (M)  
(C)

6.3.5.1 **General**

IntraLATA toll calls enable customers to make calls that originate from and terminate in different local calling areas within the same LATA. Other than Discounted Toll Calling Zones, as described in 6.3.3.2, above, there are no mileage-sensitive IntraLATA toll “zones” or “bands” included in the Company’s rates.

Post-paid presubscribed Switched Outbound Toll Service is available to business and residential Customers for outbound domestic intrastate calling from presubscribed billed usage lines. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds. Rates are not mileage or time-of-day sensitive. (D)

Pre-paid presubscribed, local and “800” access, and dial-around (“10-15”) Switched Outbound Services are also available, through the Bucket of Minutes® service, described below. (T)  
(M)

**\*Material previously appearing on this page has been replaced with material moved from page 47.** (N)

**6.3.6 Residential Network Switched Service**

(N)

**6.3.6.1 General**

Residential Network Switched Service is provided via one or more channels terminated at the Customer's premises. Rates for Residential Network Switched Services will be found in Section 7.3. Each Residential Network Switched Service channel corresponds to one or more analog or digital, voice-grade telephonic communications channels that can be used to place or receive one call at a time. Residential Network Switched Service provides a Residential Customer with a connection to the Company's switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. 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
- D. 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).

**6.3.6.2 Basic Residential Line Service**

Basic Residential Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

Charges for each Basic Residential Service Line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's line. Discounted Toll Zones and local calling scope are defined in Verizon-MA's DTE Tariff No. 10, Part A, Sec. 5, as clarified by Section 6.3.3, *supra*.

Each Basic Residential Line has the following characteristics:

- Terminal Interface: 2-wire
- Signaling Type: Loop start
- Pulse Types: Dual Tone Multifrequency (DTMF)
- Directionality: 2-Way, In-Only, or Out-Only, at the Customer's option

\*Material previously appearing on pages 49-73 is now located in Section 9 of this tariff

(N)

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**6.3.7 Business Network Switched Services****6.3.7.1 General**

Business Network Switched Service is provided via one or more channels terminated at the Customer's premises. Rates for Business Network Switched Services may be found in Section 7.3, following. Each Business Network Switched 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. Business Network Switched Service provides a Business Customer with a connection to the Company's switching network that enables the Customer to:

- A. Receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications services (e.g. 800/888); and access 911 service for emergency calling; and
- D. 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).

**6.3.7.2 Basic Business Line Service**

Basic Business Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

Charges for each Basic Business Service Line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's line. Discounted Toll Zones and local calling scope are defined in Verizon-MA's D.T.E. Tariff. No. 10, Part A, Sec. 5, as clarified by 6.3.3, *supra*.

\*Material previously appearing on pages 49-73 is now located in Section 9 of this tariff

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**6.3.7 Business Network Switched Services (cont'd)**

(N)

**6.3.7.2 Basic Business Line Service (cont'd)**

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	2-Way, In-Only, or Out-Only, at the option of the Customer

(N)

\*Material previously appearing on pages 49-73 is now located in Section 9 of this tariff

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**6.4 RNK Digital Trunk Service**

(N)

**6.4.1 Description**

Digital PBX Trunk Service provide a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	Channel Bank or DSX-1 panel
Signaling Type:	Loop, Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Inward-only, outward-only, or bi-directional, as specified by the customer

Message Rate Service to points within the local calling area will be charged according to the regulations contained herein. Discounted Toll Zones and local calling scope are defined in Verizon Massachusetts DTE Tariff No. 10, Part A, Sec. 5, as clarified by Section 6.3.3, *supra*.

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**6.4 Digital Trunk Service (cont'd)**

**6.4.2 Port-Only Service Option**

In lieu of ordering a complete bundled service (i.e. Switch Port with connection to the PSTN and a dedicated transport facility to a customer premise) the Customer has the option of purchasing the switch-based portion of this service (including, but not limited to, message rate DS1 switch port, DID numbers, blocking features and desired directionality of service) as a stand-alone service.

In this case, service will connect the PSTN to the Company’s terminal (e.g. DSX, DACS, or multiplexing equipment). It will be the responsibility of the Customer to provide (either via the Company’s Dedicated Transport Service, as described in 6.5 below or via a third-party transport provider) dedicated transport to the customer premises, or Dedicated Cross-connect Service (as described in Section 9, below) to the Customer’s collocation facility. On Company-owned equipment, the Company shall determine, at its sole discretion, connecting facility assignments.

The Port-Only Service Option, when configured to be inward-only (DID) or bi-directional, will be furnished with an initial block of one hundred (100) DID numbers. The Customer may also add single DID numbers for rating points other than the “home” rating point. Statewide DID Service (i.e., one DID per rate center in each Massachusetts LATA) is also available. Rates and Charges apply as in Section 7.4, below. (C) (C) (T) (T)

If the Customer chooses to utilize a third-party transport provider, the Customer shall notify the Company at the time service is ordered. Special Construction Charges may apply in this instance.

**6.4.3 Port-Only Service Billing Options (N)**

The Port-Only Service Option consists of several different billing options, depending on the transmission level of the hand-off.

6.4.3.1 Option “A” is a flat-rated option with a DS-1 level port, with a flat-rate monthly charge per DS-1 of switching capacity. There is no additional charge for inbound usage. The initial quantity of DID numbers is included, along with, at the customer’s option, Statewide DID Service, without any additional charge. Additional DID numbers may be purchasded on a per-DID basis.

6.4.3.2 Option “B” is billed on a per-DID number basis, along with an inbound usage charge.

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**6.4 Digital Trunk Service (cont'd)**

6.4.3.3 Option “C” is a flat-rated option with a DS-3 level port, with a flat-rate monthly charge per DS-3 (or pro-rated for a fractional DS-3) of switching capacity. There is no additional charge for inbound usage. The initial quantity of DID numbers is included, along with, at the customer’s option, Statewide DID Service, without any additional charge. Additional DID numbers may be purchased on a per-DID basis.

6.4.3.4 Option “D” is a flat-rated option with a DS-3 level port, with a flat-rate monthly charge per DS-3 (or pro-rated for a fractional DS-3) of switching capacity. There is no additional charge for inbound usage. DID numbers may be purchased on a per-DID basis.

6.4.3.5 Option “E” is a flat-rated option with a OC-12 level transmission facility (purchased from a third-party transport provider) with a flat-rate monthly charge per DS-3 (or pro-rated for a fractional DS-3) of switching capacity. There is no additional charge for inbound usage. The initial quantity of DID numbers is included, along with, at the customer’s option, Statewide DID Service, without any additional charge. Additional DID numbers may be bought on a per-DID basis.

6.4.3.6 Each of these billing options may be further discounted based on a volume-based commitment, as illustrated in 7.4, below.

**6.4.4 Recurring and Nonrecurring Charges**

Rates for Digital Trunk Service appear in 7.4, below. Rates for the Dedicated Transport Facility may apply, as described in 7.2 below. Local outbound usage calling rates will apply in a similar fashion as for Basic Business Line Service (as described in Section 6.3.7 above, and at the rates specified in 7.3, below. Outbound Presubscribed IntraLATA toll usage rates, as described in Sections 6.3.5 and 7.3, may also apply. Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

Where appropriate facilities do not exist, Special Construction charges will also apply.

## 6.5 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI)

### 6.5.1 General

Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) is a central office-based service arrangement that is an alternative for individual access services, such as Direct Inward Dialing (DID), Direct Outward Dialing (DOD), Toll-free services, and local business trunks.

### 6.5.2 Method of Provisioning—Standard Option

ISDN-PRI is provisioned on a clear channel 1.544 Mbps facility and uses the ISDN architecture of 23 “B” channels and one “D” channel or 24 “B” channels to provide the customer with the capabilities of simultaneous access, transmission and switching of voice, data, and imaging services via channelized transport.

### 6.5.3 Capabilities—Standard Option

ISDN-PRI provides the capability to transport customer information in the form of circuit or packet (as in 6.5.9, below)-switched voice or data up to 64 Kbps over any “B” channel. One “D” channel can control up to 20 PRI trunks. In these cases, a single “D” channel in one ISDN-PRI trunk handles all signaling and control functions of the other trunks in the arrangement, which allows supplemental trunks to consist of 24 “B” channels.

### 6.5.4 Regulations

6.5.4.1 ISDN-PRI service is available from serving central offices equipped with the necessary “clear channel” facilities to provide ISDN-PRI service. Feature availability and service capabilities are dependent on the facilities and the digital technology providing the service

6.5.4.2 Customer Provided Equipment (CPE) must be NI-2 compliant. Any CPE that requires custom switch features not supported in the NI-2 specification may be supported as an exception and priced on an individual case basis. Custom ISDN features based in specific switch types may be provided on an individual case basis.

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**6.5 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) (cont'd)**

(N)

6.5.4.3 The service is available from central offices that have the necessary facilities to provide ISDN-PRI service and the customer's serving wire center is ISDN-PRI capable.

6.5.4.4 When a customer's serving office is not suitably equipped and the customer chooses to subscribe to ISDN-PRI Service from another Company-designated central office, the customer will utilize the dialing plan associated with the designated central office.

6.5.4.5 This section provides for PRI switching capabilities only and additional services must be subscribed to under separate sections of this tariff. Each ISDN-PRI trunk group is provided with one telephone number per channel.

**6.5.5 Term and Termination**

6.5.5.1 Customers under contract who disconnect PRI services before the expiration of the contract period, shall pay an early termination liability charge equal to the monthly rate times the number of months remaining in the contract.

6.5.5.2 During the initial contract period, the customer may add PRI services at the same monthly rate specified in the customer's original contract.

6.5.5.3 If a customer discontinues other services provided by the Carrier and establishes ISDN-PRI that utilizes the same facilities, the non-recurring charge associated with the PRI facilities will be waived for the same quantity replaced by the ISDN-PRI facilities. The non-recurring charges associated with the ISDN-PRI access portion of the new service applies in all instances.

6.5.5.4 The PRI Subsequent Activity Charge (SAC) is applicable for any changes to customer configurations after the initial installation. The SAC is applicable per occurrence, not based on the number of trunks.

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**6.5 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) (cont'd)**

**6.5.6 PRI Features**

6.5.6.1 RESERVED FOR FUTURE USE

6.5.6.2 “D” Channel Back-Up automatically takes over for a failed “D” channel in case of trouble. This may be subscribed to as part of a 23B+D Channel Back-Up arrangement.

6.5.6.3 Call-by-Call Service Selection provides an option to the dedicated channel configuration by allowing channels to be configured to access multiple services on a per call basis. With this feature, separate facilities are not required for individual services, such as DID, DOD, toll-free services, and local switched access lines.

6.5.6.4 Clear Channel capability allows the customer to transport 64 Kbps over the PRI channels with no constraint on the quantity or sequence of bits using the “Bipolar with Eight Zero Substitution” method of providing bit sequence independence.

6.5.6.5 Non-Facility Associated Signaling (NFAS) allows the D-channel signaling entity to assign calls to channels on more than one interface (including the one containing the D-channel). The collection of these B-channels and the controlling D-channel is called a PRI group. Up to 20 DS1 facilities can be assigned to a PRI group.

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**6.5 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) (cont’d)**

**6.5.7 PRI Port Service**

In lieu of ordering a complete bundled service (i.e. PRI Port with connection to the PSTN and a dedicated transport facility to a customer premise), the Customer has the option of purchasing the switch-based portion of this service (including, but not limited to, PRI switch port, DID numbers, blocking features and desired directionality of service) as a stand-alone service.

In this case, service will connect the PSTN via the Company’s terminal (e.g. DSX, DACS, or multiplexing equipment). It will be the responsibility of the Customer to provide (either via the Company’s Dedicated Transport Service, as described in 6.2 above or via a third-party transport provider) dedicated transport to the customer premises, or Dedicated Cross-connect Service (as described in Section 9, below) to the Customer’s collocation facility. On Company-owned equipment, the Company shall determine, at its sole discretion, connecting facility assignments on Company equipment.

The Port-Only Service Option, when configured to be inward-only (DID) or bi-directional, will be furnished with an initial block of one hundred (100) DID numbers. The Customer may also add single DID numbers for rating points other than the “home” rating point. Statewide DID Service (i.e., one DID per rate center in each Massachusetts LATA) is also available. Rates and Charges apply as set forth in Section 7.5, below.

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If the Customer chooses to utilize a third-party transport provider, the Customer shall notify the Company at the time service is ordered. Special Construction Charges may apply in this instance.

**6.5.7 Port-Only Service Billing Options**

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The Port-Only Service Option consists of several different billing options, depending on the transmission level of the hand-off.

6.5.7.1 Option “A” is a flat-rated option with a DS-1 level port, with a flat-rate monthly charge per DS-1 of switching capacity. There is no additional charge for inbound usage. The initial quantity of DID numbers is included, along with, at the customer’s option, Statewide DID Service, without any additional charge. Additional DID numbers may be purchased on a per-DID basis.

6.5.7.2 Option “B” is billed on a per-DID number basis, along with an inbound usage charge.

\* Section 6.5.8, previously appearing on this page, now appears on page 58.1.

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**6.5 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) (cont'd)**

(N)

6.5.7.3 Option “C” is a flat-rated option with a DS-3 level port, with a flat-rate monthly charge per DS-3 (or pro-rated for a fractional DS-3) of switching capacity. There is no additional charge for inbound usage. The initial quantity of DID numbers is included, along with, at the customer’s option, Statewide DID Service, without any additional charge. Additional DID numbers may be purchased on a per-DID basis.

6.5.7.4 Option “D” is a flat-rated option with a DS-3 level port, with a flat-rate monthly charge per DS-3 (or pro-rated for a fractional DS-3) of switching capacity. There is no additional charge for inbound usage. DID numbers may be purchased on a per-DID basis.

6.5.7.5 Option “E” is a flat-rated option with a OC-12 level transmission facility (purchased from a third-party transport provider) with a flat-rate monthly charge per DS-3 (or pro-rated for a fractional DS-3) of switching capacity. There is no additional charge for inbound usage. The initial quantity of DID numbers is included, along with, at the customer’s option, Statewide DID Service, without any additional charge. Additional DID numbers may be bought on a per-DID basis.

6.5.7.6 Each of these billing options may be further discounted based on a volume-based commitment, as illustrated in 7.5, below.

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**6.5.8 Recurring and Nonrecurring Charges**

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Rates for ISDN PRI Service appear in 7.5, below. Rates for the Dedicated Transport Facility may apply, as described in 7.2 below. Local outbound usage calling rates will apply in a similar fashion as for Basic Business Line Service (as described in Section 6.3.7 above, and at the rates specified in 7.3, below. Outbound Presubscribed IntraLATA toll usage rates, as described in Sections 6.3.5 and 7.3, may also apply. Message Rate ISDN PRI Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

Where appropriate facilities do not exist, Special Construction charges will also apply.

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\*Section 6.5.8 previously appeared on page 58.

**6.5 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) (cont'd)**

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**6.5.9 VoIP-Transport Option****6.5.9.1 Description**

The VoIP Transport Option provides an ISDN-PRI connection, as described earlier in this Section to a Customer Premises via a packet-switched network connection, as opposed to a dedicated physical transport facility.

**6.5.9.2 Regulations and Customer Obligations**

In addition to the regulations and obligations contained in 6.5.1-6.5.6 and 6.5.8, above, the customer, upon ordering of service, is responsible for obtaining and maintaining the appropriate customer premises equipment required to operate the equipment. Customers desiring special network configurations and the like may incur Special Construction charges, as determined in Section 11.

The Company will not be responsible for service outages and/or impairments that are due to improperly configured or inappropriate customer premises equipment, nor is the Company responsible for outages or impairments due to factors including, but not limited to, internet traffic congestions, IP routing failures, etc. for portions of the transport route not owned, operated or maintained by the Company.

The Company does not warrant the service quality or reliability of this service. It is the Customer's responsibility to ensure adequate redundancy and/or emergency backup connections.

This service option is offered where network facilities and conditions permit, as solely determined by the Company.

**6.5.9.3 Rates and Charges**

Rates and Charges apply as stated in 6.5.8, above and are located in Section 7.5, below.

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**6.6 Wholesale Audio-conference Delivery Service**

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**6.6.1 General**

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Wholesale Audio-conference Delivery Service (“WADS” or “Service”) consists of inbound trunk-side switching capacity and associated facilities, whereby telephone users can call a WADS subscriber’s (“Vendor” or “Customer”) number to participate in audio-conferences provided on Vendor’s equipment.

The Company provides to Vendors: WADS Inbound Capacity (trunk-side switching functionality), aggregation of traffic from Vendor’s end users, and transport to Vendor’s chosen location or equipment. The Vendor furnishes the necessary teleconferencing equipment for whatever service it provides, and any monitoring functions to ensure free flowing conversation.

A telephone user is, as used in this Section, a person who makes a call to a Vendor’s WADS number or is responsible for the payment of such a call.

WADS will be available on a 24 hours/day, 7 days/week, 365 days/year-basis, except during planned maintenance outages, which will be communicated to the customer in advance and scheduled during off-peak hours.

**6.6.2 Provision of Service/Rate Elements**

**6.6.2.1** Vendors subscribing to WADS will be provided with the following services and functionalities. Standard features will be provided to all customers; WADS optional features will be provided to the extent technically feasible.

**6.6.2.2 WADS Inbound Capacity**

**6.6.2.2.A** The WADS Inbound Capacity (“WADS Port”) standard element is comprised of a DS-1 level switch trunk port that will connect the PSTN to the Company’s terminal (e.g., DSX, DACS, or multiplexing equipment). It will be the responsibility of the Customer to provide (either via an offering of the Company or via a third-party transport provider) shared or dedicated transport to the Customer premises, and/or the location containing Customer’s serving equipment. When such capacity or transport is provided via the Company’s network, the Company, in its sole discretion, shall determine appropriate connecting facility assignments.

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- 6.6.2.2.B** The WADS Port shall be configured as an inward-only (DID) port; hence, no outgoing or “broadcast”-type calls may be made via this Service.
- 6.6.2.2.C** As may be justified by the level of incoming traffic forecasted by the Vendor (for forecasting requirements, see 14.3.6 below) or as may be ordered by the Vendor, multiple WADS Switch Ports may be combined into a single virtual “trunk group.”
- 6.6.2.2.D** The WADS Port may be configured either with E&M, MF, or ISDN-PRI signaling, as may be specified by the customer.
- 6.6.2.2.E** WADS Ports shall be billed on a usage-sensitive basis (per-minute of use basis). A non-recurring installation charge, as well as a fixed monthly recurring charge applies as set forth in 14.4 below.

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**6.6.2.3 WADS Shared Transport Element**

- 6.6.2.3.A** The WADS Shared Transport Element represents the Company’s intra-network trunking, including end office and tandem trunk ports, tandem switching, interoffice facilities between Company’s switches, and central office routing tables. WADS Shared Transport may only be used in conjunction with WADS Switch Port Service
- 6.6.2.3.B** WADS Shared Transport is provided for the “backhaul” of WADS traffic to a WADS Vendor location, via the Company’s internal transmission network when Vendor is purchasing Company collocation services.
- 6.6.2.3.C** If a WADS Vendor location is not collocated in a Company-owned or controlled collocation space, the Vendor must purchase dedicated transport to the Vendor’s location (either from RNK or a third-party transport provider).
- 6.6.2.3.D** If the WADS Vendor is collocated in the same Company facility where WADS switching is provided and no inter-building transport is required to route traffic, the WADS Shared Transport Element will not apply.
- 6.6.2.3.E** WADS Shared Transport shall be billed on a usage-sensitive basis (per-minute of use basis). A non-recurring installation charge, as well as a fixed monthly recurring charge applies as set forth in 14.4 below.

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**6.6.2.4 Toll-Free Access Option**

**6.6.2.4.A** In addition to the Standard WADS serving arrangement, a Vendor may elect to provide to its end-users a toll-free “8XX” access number for some or all of its WADS arrangements.

**6.6.2.4.B** Unless otherwise provided herein, the rates, terms, and conditions of Toll Free service apply, as set forth in the applicable RNK intrastate tariff and/or FCC public disclosure for the Toll-Free service used.

**6.6.2.4.C** Toll free service may not be used for person to person, collect, conference or other calls requiring operator handling. Service may be furnished only when and for so long as the Customer subscribes to a sufficient number of access lines to adequately handle the volume of telephone calls received, without interfering with any of the services offered by the Company.

**6.6.2.4.D** The minimum service period for the Toll-Free Access Option is one month.

**6.6.3 Regulations**

**6.6.3.1** Subscriber connection to and transport of WADS calls on the network are furnished subject to the availability of facilities and the requirements of local exchange service.

**6.6.3.2** The Company will furnish, install and maintain the WADS access lines subject to the rates and charges specified in the Rates and Charges section following. The choice as to which central office in any geographic area will be used to serve WADS is in the sole discretion of the Company.

**6.6.3.3** The service will not be furnished where the proposed use of the service or facilities would potentially hamper the efficiency of the Company’s plant, property or service. RNK Inc. may withdraw or temporarily suspend service from any Vendor forthwith if such hampering effects are experienced.

**6.6.3.4 RESERVED FOR FUTURE USE.**

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**6.6.3.5 RESERVED FOR FUTURE USE**

**6.6.3.6** Vendor shall provide RNK with regular forecasts, in a mutually approved format, regarding the number of minutes per month expected to be originated from different LATAs, countries, and/or cities and routed through its service, to enable RNK to configure optimum network arrangements and maintain required network capacity. RNK reserves the right to determine and/or limit the facilities it assigns to transport, switch, and route traffic for Vendor. RNK will use reasonable efforts to provide Vendor with advance notice of any limitation of the facilities it assigns to Vendor, but in no event shall it render less than twenty-four (24) hours notice. Vendor agrees to provide RNK with not less than thirty (30) days notice of any projected increase in traffic greater than twenty five percent (25%) to or from a particular destination over a particular interval.

**6.6.3.6.A** Customer understands that any delay or inaccuracy in forecasting will have a similar effect on RNK’s provisioning additional capacity, and will directly diminish RNK’s ability to accommodate Customer’s Traffic. If Customer’s ordered capacity exceeds such Customer’s forecasts described above, and it is necessary for RNK to augment its network and/or its excess capacity to accommodate the orders, RNK shall treat such an order as a Special Construction and the terms, intervals, rates, and charges for Special Constructions set forth elsewhere in this Tariff shall apply in addition to the normal charges for the Service.

**6.6.3.6.B** Further, the Company shall not be responsible for call blocking which is the result of Customer’s failure to order adequate transmission or switching capacity for the traffic volume generated by the Customer. Notwithstanding the above, the Company shall not be liable for lack of facilities or calls that cannot be completed, for whatever reason, except when due to willful misconduct of the Company.

**6.6.3.6.C** Moreover, RNK does not guarantee or warrant that other local exchange carriers and/or interexchange carriers will provide their local exchange customers with the ability to complete calls to a Vendor’s numbers

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**6.6.3.7** The Company will determine the number of billable minutes provided to a Vendor. Subsequent to the first 3 months of operation, each Vendor will be required to maintain at least two (2) active WADS Ports. If a Vendor fails to meet this minimum, after the initial start up period, the Company may terminate that Vendor's WADS access lines, or, at the Company's option, bill Vendor for the minimum required number of WADS Ports, irrespective of the number connected.

**6.6.3.8** Upon complete termination of WADS service by a Vendor, telephone numbers assigned to the Vendor will not be reassigned for at least six (6) months, unless written notification is received from the immediately preceding Vendor or as may be provided by FCC (and Department) numbering conservation rules.

**6.6.3.9** The assignment of any particular telephone number for WADS is at the sole discretion of the Company and subject to availability.

**6.6.3.9.A RESERVED FOR FUTURE USE**

**6.6.3.9.B** Telephone Numbers provided pursuant to purchase of the Service are subject to availability within the Company's service territory and in accordance with state and federal regulatory laws and regulations. The Company reserves the right to limit the amount of such numbers that may point to any one main billing number. Customers have no ownership or other property right in any of the telephone numbers assigned to them and must give RNK notice and return dormant numbers within three (3) months of last use.

**6.6.3.9.C** Further, RNK retains ability to retract such numbers and/or discontinue or modify the terms of this service with reasonable notice should this offering be rendered moot or removed, as per state and/or federal rules, laws, or administrative or judicial findings, or RNK find Vendor has not used numbers for a period of three (3) consecutive months.

**6.6.3.9.D RESERVED FOR FUTURE USE**

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- 6.6.3.10** All Vendors will be required to pay all installation charges set forth in the Rates and Charges section following prior to the connection of service, except when otherwise provided for by a term and/or volume commitment.
- 6.6.3.11** The Vendor shall indemnify and save the Company harmless against any and all claims, damages or other penalties associated therewith, arising from the conversations transmitted over facilities furnished hereunder, including but not limited to those for libel, and against all claims, damages or penalties arising out of any act or omission of the Vendor or of the calling party in connection with facilities provided by the Company.
- 6.6.3.12** The Vendor has exclusive responsibility and control over the content and characteristics of conversations conducted on the Vendor's teleconferencing equipment, and the Company assumes no liability for such conversations. In the event that conversations on Vendors' teleconferencing equipment are found to be unlawful, the Company reserves the right to refuse service or to terminate service in accordance with this tariff.
- 6.6.3.13** The Vendor is required to provide teleconferencing bridge equipment that will accommodate the number of WADS lines subscribed to by the Vendor.
- 6.6.3.14** Company will not be responsible for Vendor's equipment losing power, except and unless such equipment is collocated in Company's collocation center, in which case applicable tariff or contract provisions apply.
- 6.6.3.15** **RESERVED FOR FUTURE USE**
- 6.6.3.16** The Vendor agrees to cooperate fully with the Company in any investigation regarding unlawful use of the service.

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**6.6.4 Service Rearrangements**

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**6.6.4.1** Service Rearrangements, which may be classified either as simple or complex depending on the nature of the work required, the time consumed by the Company's technician(s), and/or the number of technician(s) required to meet the Vendor's request, will be billed on the Vendor's next monthly invoice via a non-recurring charge.

**6.6.4.2** Simple Rearrangements are moves, adds, or changes to the service (e.g., re-pointing of a toll-free number from one WADS inbound number to another) that generally can be accomplished in no more than 1 hour, require no more than 2 Company technicians' intervention, and are given "normal" priority in the technicians' work queue.

**6.6.4.3** Complex Rearrangements are moves, adds, or changes to the service for which expedited priority is requested, where completion is requested outside of normal company business hours, requires purchase of materials, requires construction, multiple personnel, or a greater than 1 hour labor commitment. An example of a complex rearrangement (but is not limited to such) would be the partial migration of some of a WADS Vendor's inbound lines from one piece of equipment to another.

**6.6.4.4** After receiving the request, the Company will provide a good faith estimate of completion time, charges, and preliminary classification of the request. The Company will make best efforts to adhere to its estimate. If the Company, finds that its original estimate is inadequate to perform the requested work (or that its original classification thereof is incorrect), the Company will contact the Customer and provide an updated estimate of time and charges.

**6.6.4.5** For Complex Rearrangements, the Company will, upon request, provide detail of all work completed and personnel involved to substantiate its final bill.

**6.6.4.6** In no event, however, should performance of a Vendor-requested Service Rearrangement constitute, or be construed as, a joint undertaking between Vendor and the Company or as evidence of joint venture or partnership.

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**6.6.5 Billing Regulations**

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**6.6.5.1** All Monthly recurring charges will be billed for the current month in advance. The first bill to the Vendor will also contain pro-rated monthly charges (either in advance or in arrears, depending on the date of the billing cycle in which the Vendor falls).

**6.6.5.2** All non-recurring installation charges will be assessed on the first bill to the Vendor and will be due and payable with the other charges on that bill.

**6.6.5.3** Payment for all undisputed amounts is due by wire or electronic transfer to RNK's designated financial institution no later than 4:00 p.m. ET on the due date indicated on the invoice. Recurring charges, set-up fees and charges for inbound usage will be billed monthly in arrears and are due three (3) days after the invoice posting date. Charges for usage based terminations are billed weekly in arrears and are due three (3) business days after invoice posting (i.e., close of business on the Wednesday following invoice issuance).

**6.6.5.3.A** Electronic transfer arrangements (i.e., ACH) will be made immediately upon Commencement of services.

**6.6.5.3.B** RNK will not be required to seek payment from Vendor's End Users prior to terminating the Vendor's service or pursuing any other remedies for nonpayment by Vendor. If Payment is not received by 4:00 p.m. on the due date, the Company reserves the right to suspend service without notice until payment is received.

**6.6.5.3.C** Late payments shall accrue simple interest at an interest rate of one and a half per cent (1.5%) per month or the maximum amount of interest which may be legally be charged, whichever is less. Interest charges shall be prorated on a daily basis for partial months, and on thirty (30) day month basis. Should payment not be made when due hereunder, in addition to actions outlined in this Agreement, RNK may draw on any payment security that may be required hereby to cover any deficiency, if applicable, or require such be provided. RNK will compute all charges herein exclusive of any applicable federal, state or local use, universal service fund, excise, gross receipts, sales and privilege taxes, duties, fees or similar liabilities ("Additional Charges").

**6.6.5.3.D** Unless Vendor provides RNK with a properly executed Certificate of Exemption for all foreign, federal, state, country, and local taxes and fees (if any), Vendor shall pay such Additional Charges in addition to all other charges provided for herein.

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**6.6.5.4 Usage-Sensitive Charges**

**6.6.5.4.A** Usage-sensitive charges for inward minutes of use, shared transport and/or toll-free usage are based on the actual usage of Parties' facilities. Such charges are measured as set forth in 6.6.5.4.C below. Unless otherwise specified herein, the minimum call duration for invoicing purposes shall be a one (1) minute minimum initial period and usage is rounded to the next higher one (1) minute increment after the initial period.

**6.6.5.4.B** RNK will invoice for Services on a weekly basis, on the first business day after, and for, the preceding Monday through Sunday usage. Invoices will be sent by email, facsimile or overnight delivery. The invoice shall be deemed received on the date of transmission if by email or a facsimile confirmation if sent by facsimile or, if sent by overnight delivery, on the date after it is so sent.

**6.6.5.4.C** Usage measurement will commence when the telephone user sends the first supervisory signal, and answer supervision is sent by the Company's terminal, creating a continuous two-way path to Vendor's equipment. For all terminating usage, measurement will end when the Company's terminal sends disconnect supervision. Where disconnect supervision is not available, timing ends when the call is released by automatic timing in the network, and/or when the appropriate call release messages are received or sent by that Party.

**6.6.5.5** Rates for the Service are located in Section 7.6 of this Tariff.

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**6.6A RNK Conference Calling Pro Service**

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**6.6A.1 General**

RNK Conference Calling Pro Service (“Service”) is a retail service that furnishes a voice telecommunications service, including trunk-side switching and transmission functionality between a calling station and one or more called stations when at least one of the called stations is located at a different site than the calling station. The Service requires a teleconferencing bridge port for each called station. At any time prior to the conference call, a conference call is initiated by calling the local or toll-free (i.e., “800”) reservation number provided by the Company.

Intrastate communications provided in the course of the Service is provided via this Section of the Tariff. Any references to interstate communications in this section are made for informational purposes only. Interstate portion(s) of the Service are provided subject to the rates, terms, and conditions contained in the Company’s FCC Public Disclosure.

**6.6A.2 Service Options**

Participants may access this service either through a designated dial-in number or a toll-free (i.e., “800”) number. Rates vary depending on Customer’s monthly minutes of usage, and type of service chosen. Rates do not include state or federal tax, or state or federal USF or TRS, which, if applicable, will be added separately. For applicable rates, see section 7.6A, below.

The service will only be available to Customers who have pre-enrolled with the Company. Upon enrollment, Customers must present a valid credit card number.

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**6.6A.3 Description of Service Plan and Features**

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**6.6A.3.1 RNK Conference Calling Silver Pro**

Participants may access a conference call 24 hours a day, 7 days a week through the use of a designated dial-in number and access code. Through this service participants gain access to a conference call anywhere and anytime with other participants who have used the same access code. No reservation is needed after initial set-up. Customers are billed for their exact usage only, rounded up to the nearest minute. Customers pay per minute charges for each individual participant dialing the local access number or toll free number (including, as specified below, any additional rates for participants using toll-free access) and using the predetermined access code.

Features of Conference Calling Silver Pro:

- Provision of a 7-digit access code to access the conference;
- Ability to have up to 50 participants;
- Entry and Exit Chimes;
- No minimum requirement for usage or number of calls.

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**6.6A.3.2 RNK Conference Calling Gold Pro**

RNK Conference Calling Gold Pro contains all of the features of, and is used in an identical manner to RNK Conference Calling Silver Pro, but with the following differences/additional features.

- Provision of a 10-digit access code to access the conference;
- The ability to have up to 100 participants;
- The ability to schedule conferences using RNK's online Account Manager, which shall include: scheduling conferences from any web-enabled computer; creating an Address Book of conference participants; keeping a calendar of scheduled conferences; and maintaining account information 24 hours a day/7 days a week.
- The ability to designate a "Facilitator" for each conference call. A Facilitator is an end-user who is empowered with the following additional capabilities::
  - **Conference Room Lock**—prevent additional participants from joining the Conference;
  - **Mute Participant**—the ability to stop a participant from being heard;
  - **Broadcast Messaging**—the ability for the Facilitator to make an announcement to all conference participants, overriding any other conversations on the call; and
  - **Facilitator Start and End**—the ability to open or close the bridge on command;
- "Sidebar" Conference Function
  - This allows two people to break away from the main conference and have a private conversation. Only people who have been given permission by the Facilitator can create a sidebar conversation. This is done by dialing a code and then entering the "private" number of the conference participant with whom they wish to speak. This feature is only available in the Gold PRO service.
- Extended User Privileges
  - The Facilitator has the ability to "delegate" extended privileges to other Conference Users when setting up a conference call. The following functions may be delegated by the Facilitator:
    - **Facilitator Start and End**
    - **Conference Room Lock**
    - **Broadcast Messaging**(only available in the Gold PRO service)

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**6.6A.4 Application of Rates and Charges**

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**6.6A.4.1** Rates are per minute per individual participant and vary according to Customer's monthly minutes of usage. Further, rates vary depending on the service option chosen, and whether the service is accessed via a local access number, via a toll-free number, or whether Monthly Unlimited Service Option is chosen. Per-minute rates for participants are billed to the Customer—the person whose billing and payment information are used in order to schedule the conference.

**6.6A.4.1.A** Rates do not include state or federal tax, or state or federal USF or TRS, which, if applicable, will be added separately

**6.6A.4.2** Charges for usage of the service will be billed in arrears to the credit card provided upon enrollment. If monthly usage exceeds \$200.00, the Customer may be required to provide a deposit or some other form of financial security for all or a portion of accrued and/or anticipated charges.

**6.6A.4.3** In certain instances, the Customer or other conference participants may be subject to local telephone company charges, long distance company charges, message unit charges, wireless airtime charges, or other surcharges from their telephone service provider, CMRS service provider, or other voice service provider, to access the Conference Calling Pro Service. The Company is not responsible for any such charges incurred by customer or other conference participants in gaining access to Company's service.

**6.6A.4.4 Monthly Billing (Unlimited) Option**

In lieu of a per-minute charge, customers may choose the Monthly Billing (Unlimited) Option. For either (Silver or Gold) package, this allows a maximum of 10 (or in the case of Conference Calling Gold, 25) participants to use the service for an unlimited number of minutes in a month. Toll-free access is NOT provided with the Monthly Billing option. The Monthly Billing Option recurring charge will be billed in advance.

**6.6A.4.5** Rates and Charges are contained in Section 7.6A, below.

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**RESERVED FOR FUTURE USE (C)**

\*Material previously appearing on pages 49-73 is now located in Section 9 of this tariff

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**RESERVED FOR FUTURE USE**

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\*Material previously found on this page as Section 6.6 is now found on Page 84.1 as Section 6.11

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**6.7 Calling Cards****6.7.1 Pre-Paid Debit Service - General**

Debit Service is available to residential and business Subscribers for placing calls while at or away from their principal premises. Calls are originated by dialing a local or toll-free "800" access number, followed by a Personal Identification Number ("PIN"). Debit card service is depleted on a real-time basis as calls are placed. Customers are notified of their remaining usage balance at the beginning of each call. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate (or other) location. Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute. Debit Card Service is available 24 hours a day, seven days per week. The number of available cards is subject to technical limitations. Cards will be offered to customers on a first come, first served basis.

**A. Exclusions**

1. Calls to 500, 700, 800 and 900 numbers
2. Calls requiring the quotation of time and charges
3. Air to ground and High seas services

**B. Service Availability**

1. All calls must be charged against a Debit Service that has sufficient available balance.
2. Calls in progress will be terminated by the Company if the usage balance on the Debit Card is insufficient to continue the call and the Customer fails to recharge their card number or enter another valid PIN prior to termination.
3. Payment for the Debit Service and any network access usage balance is non-refundable.

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C. Service Options

\*= text related to interstate or international services provided for informational purposes only

The Company offers a variety of debit rate plans based on a Customer's desired calling patterns.

1. The RNK Card (formerly the "MassCard")

A no-fee prepaid phone calling card for local and toll use within Massachusetts used locally or nationally via local or 800 access. 800 number per minute surcharge applies.

2. DialAroundTheWorld.com®

DialAroundTheWorld.com® is a secure web site where customers can purchase prepaid phone calling card Personal Identifying Numbers ("PINs") (i.e., "virtual" calling cards). The PINs can be used within Massachusetts via a network of local access or 800 numbers. 800 number per minute surcharge applies.

\*The PINs can also be used nationwide via toll free number access. A toll free number per-minute surcharge applies.

3. Custom Card Program

Customers can buy custom-designed prepaid phone calling cards. Cards can be used in Massachusetts via a local access network or 800 number. 800 number per minute surcharge applies.

\*The card can also be used nationally via an 800 number access. 800 number per minute surcharge applies.

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D. Rates

Rates do not include federal, state and local taxes, or surcharges, e.g., USF, TRS.  
Cards expire within one year of purchase or first use, whichever occurs later, unless stated otherwise upon the card.

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Rates appear in Section 7.7, following.

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\*Material previously appearing on page 78 is now located in Section 7.7, page 94

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**6.8 Presubscribed Intrastate Toll Calling**

**6.8.1 Presubscribed Intrastate Toll Service**

Toll rates set forth in this section apply to all residential “station-to-station” calls that originate and terminate within Massachusetts (i.e., the 126 and 128 LATAs), but are outside the originating caller’s local calling area or Discounted Toll Zone. This Company may, from time to time, engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage, subject to Department approval.

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**6.8.2 IntraLATA Presubscription Service**

General

IntraLATA Presubscription (“ILP”) is a procedure whereby a customer designates with the Company the carrier that the customer wishes to be the carrier of choice for IntraLATA toll calls.

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Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. ILP does not prevent a customer, who has presubscribed to an IntraLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative IntraLATA toll carrier on a per call basis. All IntraLATA toll message calls are subject to ILP.

An IntraLATA toll message call is a completed call on the public switched network between the originating location and a terminating location within a given LATA, but outside the local service area of the originating location.

All 0- calls, calls to Directory Assistance, 411, 611, 911, Discounted Toll Zone Calls (as described in Section 6.3.3), Public Announcement Service calls, and all local calls, including Extended Area Service (EAS) and Expanded Local Calling calls, are excluded from ILP. Calls to toll-free service access codes (e.g. 800, 888, 877, etc.) shall be routed to the appropriate carrier in accordance with the North American Numbering Plan. Calls using the 500, 700, or 900 service access codes shall be blocked, see 6.3.1, above.

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ILP allows customers to subscribe to a carrier for transport of their IntraLATA toll calls similar to the way that customers subscribe to a carrier for their InterLATA long distance calls.

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A customer may presubscribe to one InterLATA carrier and to the same OR a different carrier to handle IntraLATA toll calls.

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Option A: Customer may select any carrier choosing to provide IntraLATA toll service as the presubscribed carrier for IntraLATA toll calls subject to presubscription.

Option B: Customer may select no presubscribed carrier for IntraLATA toll calls subject to presubscription which will require the customer to dial a carrier access code to route all IntraLATA toll calls to the carrier of choice for each call.

Customers of record as of the effective date of this tariff will retain their current dialing arrangements until they request that their dialing arrangements be changed. Customers of record or new customers may select either Options A or B for IntraLATA Presubscription. Customers may change their Option and/or their presubscribed IntraLATA toll carrier at any time subject to charges specified below.

New customers will be informed that the Company will provide education materials explaining the advantages of IntraLATA Presubscription and explain to those customers who have already frozen their InterLATA carrier that a similar freeze is available for their IntraLATA carrier.

### **Applications of Charges**

Customers make an initial ILP selection free of charge. After the initial selection, charges will be levied for each subsequent change of IntraLATA carrier, as set forth in the following paragraph. New local service customers will be asked to select (a) carrier(s) for their IntraLATA toll and interLATA calls subject to presubscription at the time they place on order with the Company for local exchange service. If the new customer is unable to make a selection, at that time, the new customer will be provided with informational materials. The document will explain where a list of the participating carriers and their telephone numbers is published and how to obtain the list, and explain the process and availability of an ILP carrier freeze.

A new or existing customer has the option to effect an ILP carrier change by calling the chosen ILP carrier directly. The chosen carrier shall complete the change by contacting the Company and the chosen carrier shall observe the current rules for verification. If the customer fails to affirmatively choose a carrier, the customer's InterLATA carrier will be assigned to carry the customer's IntraLATA toll calls that are not prefaced by 10-XXX or other access dialing arrangements.

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The new customer will also be informed that the Company will assess the IntraLATA Presubscription Change Charge for any selections made after their initial selection and that until such a selection is made, the customer will be required to dial a carrier access code to route all IntraLATA toll calls. After a customer's initial selection for a presubscribed IntraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth below will apply.

#### 1. Non-recurring Charges

- a. IntraLATA Presubscription Change ("PIC") Charge per business or residence line, trunk, or port:

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Initial line, trunk, or port \$5.00

- b. When a customer simultaneously requests a change to their InterLATA carrier and their IntraLATA carrier, only one PIC charge will apply.
- c. No PIC charge for ILP selection will be levied against a customer during a new installation of phone service.

**6.8.3 Bucket of Minutes®**

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Bucket of Minutes® is a bundled Intrastate (“IntraLATA”) Toll, Interstate\* and International\* pre-paid calling service with integrated added-value features. The Intrastate Toll and Interstate/International (“long distance”)\* packages may be purchased together or separately. Bucket of Minutes® may be selected by residential and business Customers of any Massachusetts Local Exchange Carrier as their PICs for IntraLATA toll and/or long distance carrier plans, enabling Bucket of Minutes® toll and long distance calls to be dialed direct from the assigned telephone(s) without extra digits.

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Bucket of Minutes® may also be purchased independent of a residential, business or wireless telephone and can be accessed by Customers (with or without associated PICed telephone numbers) from any phone via toll-free “1-800” numbers, Massachusetts local access numbers, and the Bucket of Minutes® dial-around (“10-15”) code. Additional per minute charges apply to “1-800” access.

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Bucket of Minutes® is also available in customized wholesale packages, for resale by other local exchange carriers and for retail by non-telecommunications services entities. Companies selling Bucket of Minutes® will receive a percentage of the revenue collected from their Bucket of Minutes® customers.

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**6.8.3.1 Bucket of Minutes® Features**

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**A. Pre-Paid**

Customers pre-pay any dollar amount they choose for the commensurate amount of usage according to the dollar-volume rate schedule below (their “Bucket of Minutes®”), as actuated in real-time according to the calls’ methods (e.g., 800 access) and destinations of actual calls. The bigger the Bucket of Minutes®, the lower the rate per minute. There is a twenty-five dollar minimum initial purchase. Customers may opt to “PIC” one or more of their telephone lines to Bucket of Minutes® and/or may enjoy their Bucket of Minutes® independent of any particular telephone(s), via toll-free “1-800” numbers, New England local access

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numbers, and the Bucket of Minutes® dial-around (“10-15”) code. Additional per minute charges apply to “1-800” access. (T)

**B Recharge/Replenish a Bucket of Minutes® (T)**

Customers can recharge or replenish their Bucket of Minutes® at any time, day or night, during the life of their Bucket of Minutes® on the Customer’s personal webpage or by talking to our “live” 24/7 Customer Service. Recharges may be made for any amount over twenty-five dollars. Customers who choose a bigger Bucket of Minutes® in a discounted rate category for their recharge will immediately enjoy, from that moment forward, the lower rates applied to their new Bucket of Minutes® and on anything remaining in their “old” Bucket of Minutes®. Once the Customer recharges at a better volume-rate, every recharge after that, in any amount, will enjoy the better rates established by the “best” recharge. (T)

**C. Bucket of Minutes® Monthly Rollover and “Interest” Minute Bonus (C)**

The Available Usage Balance in the Bucket of Minutes® never expires so long as the Customer maintains the account. Customers’ minutes automatically “roll over” from month to month, plus “interest.” Customers accrue “interest” on their Bucket of Minutes® in the form of extra minutes at the end of each month based on the amount remaining in the bucket. (If there is no activity, e.g., usage or recharge, on a Bucket of Minutes® account for over a year, the Company may, at its option with appropriate notice to the Customer, convert the account to cash, refund, company credit, or other method of account closure.) (T)

**D. Customer-Directed Partitioning Minutes (T)**

Customers have the ability to partition their Bucket of Minutes® among users and/or originating phone numbers. Customers can assign individual PINs to and allot usage to family members, business associates, or anyone they choose, simply by logging on to their personal Bucket of Minutes.com webpage, or calling Bucket of Minutes® Customer Service. (T)

E. Bucket of Minutes® calls can be made from any telephone on the U. S. public switched telephone network, including cellular phones and pay phones. (C)

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**F. Personal 800 Number Option (C)**

Bucket of Minutes® Customers can elect to have their own unique Bucket of (T)

Minutes<sup>®</sup> “800” number for friends, family and associates to call the Customer’s designated telephone(s) directly, and have the calls deducted directly from their Bucket of Minutes<sup>®</sup>. Charges for this option are in Section 7.8, below.

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6.8.3.2 Bucket of Minutes<sup>®</sup> Rates

Bucket of Minutes<sup>®</sup> rates vary according to the amount of prepaid usage purchased at one time. Per-minute domestic usage rates do not include federal or state (e.g., city, local, municipal, when applicable) taxes, or FCC (e.g., Universal Service, TRS, Number Portability) or pay phone surcharges, which are debited from a customer’s balance on at least a daily basis. The lowest Bucket of Minutes<sup>®</sup> rates purchased on a particular Customer’s account will apply to any future recharges.

Bucket of Minutes<sup>®</sup> rates appear in Section 7.8

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\*Material moved to this page previously appeared on Page 83.

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## **6.9 Phone Number Bank® / MyTempNumber®**

### **6.9.1 General**

Phone Number Bank® and MyTempNumber® are services (collectively, “the Services”) at enable customers to redirect calls to the numbers associated with the respective services (“Service Number”) to the number of their choosing (“Destination Number”). The principal distinction between the services is that Phone Number Bank is provisioned solely with a telephone number that the Customer “ports in” to the Company from another Service Provider (or transfers from another Company-provided service), whereas MyTempNumber is provisioned utilizing Company-provided telephone numbers (i.e., no ported-in numbers.)

### **6.9.2 Common Regulations**

**6.9.2.1** By using the Services, Customer certifies that it has authorization to re-direct calls to the Destination Number. The Company may suspend or terminate any of the Services it believes, in its reasonable judgment, is being used to re-direct calls to an unwilling third-party’s number, or for any annoying or harassing purposes.

**6.9.2.2** By default, telephone numbers assigned to the Services are not listed in a telephone directory. Directory listings are provided in accordance with the Company’s tariffs.

**6.9.2.3** The Services are offered on a calendar-month basis, for an initial term that begins on the date that the Services are activated and ends on the last day of the calendar month of activation. Subsequent service terms automatically renew on a monthly basis unless Customer gives the Company notice of non-renewal at least ten [10] days before the end of the monthly term in which the notice is given.

**6.9.2.3.A** If the Services are terminated prior to the end of a monthly term, the Customer will be responsible for the full month's charges to the end of the then-current term and any and all outstanding charges.

**6.9.2.4** The Services are intended for individual end-users only, and assume average individual usage patterns. RNK reserves the right to monitor and investigate usage for exceptions to such patterns and for abuse of the Services (e.g., business usage, such as excessive usage reflected in monthly minutes (e.g. 500 minutes or more in a 30 day period) of use or unusually high volumes of calls placed to varying telephone numbers), and may take steps to prevent such abuse, including suspension and/or termination of the Services.

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**6.9 Phone Number Bank® / MyTempNumber®(Cont'd)**

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**6.9.2.5** The Customer must not use the Services in such a manner to cause or attempt to cause excessive traffic levels on RNK's network, or other networks to rise for malicious purposes, transmissions intended to raise the cost of another network provider's access through excessive traffic levels, or repeatedly causing traffic to be sent for the purpose of fraud, telemarketing, or harassment.

**6.9.2.6** PNB is not to be used by customers to fraudulently avoid toll charges. If a customer is using this service as a scheme to fraudulently avoid toll calling charges, the Company reserves the right to disconnect the service immediately.

**6.9.2.7** In the case of either of the Services, there is no ability to place outbound calls and the Customer should maintain another active service line for outgoing and/or emergency calls.

**6.9.3 Phone Number Bank®**

**6.9.3.1 General**

Phone Number Bank (“PNB” or “PNB Service”) is a service that enables customers to re-direct telephone calls from a ported-in telephone number, to a third-number or voice mailbox of their choosing. Upon ordering for the service, the Customer’s active telephone number is ported via Local Number Portability to the Company. Once this is complete, the service will be activated, permitting the customer the choice to direct calls that are dialed to the Service Number to the Destination Number and/or a voice mailbox. The Customer may change the Destination Number via an internet web page.

**6.9.3.2 PNB-Specific Regulations**

**6.9.3.2.A** The Customer shall complete a valid letter of authorization (“LOA”) authorizing the Customer’s local service provider to port the Customer’s telephone number to RNK and that PNB Service will not be activated until such time as the porting-in process is complete. RNK has no control over, and is not responsible for, delays in number portability caused by, or attributable to, the Customer’s local service provider.

- (i) For avoidance of doubt, Customers may, at termination of service, “port-out” their Service Number to another service provider.

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**6.9.3.2.B** Customer understands it retains the responsibility to cancel any service associated with the Customer’s transferred number (from Customer’s previous local service provider), and to confirm that it was cancelled upon transfer of the number to Phone Number Bank (if intended to be cancelled), and to pay for any and all charges associated therewith.

**6.9.4 My Temp Number®**

**6.9.4.1 General**

My Temp Number (“MTN” or “MTN Service”) is a service that enables customers to re-direct telephone calls from an assigned (i.e., non-ported) telephone number or to a third-number or voice mailbox of their choosing. Upon ordering MTN, the Customer will be assigned a 10-digit telephone number as their MTN Service Number. Calls placed to the MTN Service Number will be automatically re-directed to the Destination Number and/or a voice mailbox. The Customer may change the Destination Number via an internet web page.

**6.9.4.2 MTN-Specific Regulations**

**6.9.4.2.A** Customers may not “port-in” numbers to MTN Service. Rather, such customers should order Phone Number Bank service instead. See Section 6.9.3, above. Notwithstanding the above, there is no restriction on “outward” number portability of MTN Service telephone numbers, upon termination of MTN Service

**6.9.4.2.B** MTN Service is available through Company-designated sales agents.

**6.9.4.3** There are two service levels of MTN Service: MTN Basic and MTN Premium.

**6.9.4.3.A** MTN Basic offers the basic capabilities of the Service (i.e., assigned Service Number, call re-direction, and access to the web configuration portal)

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(\*) Sections 6.10 and 6.11, formerly appearing on this page, are now located on Page 84.2

6.9.4.3.B MTN Premium consists of the MTN Basic Service, plus the following features:

- Call Blocking: Block calls from anonymous callers and unknown private numbers
- Do Not Disturb: Send all incoming calls directly to voicemail.
- Find Me Follow Me: Forward calls to as many as three other phone numbers. Find Me Follow Me will call the designated phone numbers in the order that Customer chooses, or simultaneously, trying to ‘find’ them.
- Call Censor: Redirect specific incoming calls to the phone number of the End User’s choice.
- Smart Caller ID: Identify whether the incoming call is dialing an Customer’s Service Number or Destination Number.
- Privacy List: Customers can schedule “private time” when they only want to receive calls from a designated list of phone numbers. All other calls are sent directly to voicemail.
- Voicemail: Enable or disable a customized voice message that your End Users record, for incoming callers to their temporary number. Voicemail is accessible by phone, web or email.

6.9.5 Rates and Charges

Rates and charges for My Temp Number and Phone Number Bank are located in Section 7.9.

**6.10 Miscellaneous Service Charges**

Unless otherwise noted in this tariff, service order charges will apply as in the Company’s MDTC Tariff No. 3 or in Section 7.10, below.

**6.11 RNK Voice-mail**

(Voice-mail is an unregulated & untariffed product and is included in this document for informational purposes only.)

RNK’s Voice-mail service offers 24-hour access to a voice-mail product using RNK’s Excel 2000 switch. RNK has several voice-mail products, including basic, multi-box, and virtual voice-mail options. Many additional features are also available, such as obtaining message notification via pager or email.

Rates for Voice Mail appear in Section 7.11

(\*) Sections 6.10 and 6.11, appearing on this page, previously appeared on Page 84.1

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7. **RATES**

7.1 **General**

There are no rates for this section.

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\*Material previously found on pages 85-86 is now to be found in Section 11, pages 128-129.

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**RNK, INC. d/b/a RNK Telecom®**  
DTE TARIFF NO. 5

**NETWORK SERVICES**  
1<sup>st</sup> Revised Page No. 86  
Replaces Original Page No. 86

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**RESERVED FOR FUTURE USE**

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**7.2 Transmission Services**

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**7.2.1 DS0 Service**

7.2.1.1 Local Distribution Channel

Nonrecurring

2-wire voice grade	\$200
4-wire voice grade	\$300
2.4 to <56 kbps	\$150
56 or 64 kbps	\$150
Addl. 56 or 64	\$150
At a single site	\$125 (\$3,000 max)

Basic Service Recurring (per month)

2-wire voice grade	\$27
4-wire voice grade	\$45
2.4 to <56 kbps	\$64
56 or 64 kbps	\$64
Addl. 56 or 64	\$52

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at a single site

**7.2.1.2 Interoffice Channel Mileage-Fixed**

Basic Service Recurring (per month)

2-wire voice grade	\$ 30.10
4-wire voice grade	\$ 30.10
2.4 to <56 or 64	\$ 27.10
56 or 64 kbps	\$ 27.10
add'l 56 or 64	\$ 27.10

at a single site

**7.2.1.3 Interoffice Channel Mileage-Per Mile**

Basic Service Recurring (per month per mile)

2-wire voice grade	\$3.50
4-wire voice grade	\$3.50
2.4 to <56 kbps	\$1.80
56 or 64 kbps	\$1.80
Add'l 56 or 64	\$1.80

at a single site

**7.2.2 DSI SERVICE (BASIC 1.544 Mbps)**

Rates and term of Contract for Service shall be defined in a contract to be executed by and between RNK and customer reflecting all pricing and term discounts reflected in this section unless otherwise submitted to the DTE for approval of ICB.

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**7.2.2.1 DS1 (1.544 Mbps) Connection**

<u>Service</u>	<u>One Year Term Monthly Recurring</u>	<u>Set-Up Fee</u>	<u>Three Year Term Monthly Recurring</u>	<u>Set-Up Fee</u>
DS1Digital Transport Facility*(C)	\$700.00	\$1,000.00	\$665.00	\$1,000.00 (D)
<i>* monthly recurring charge reflects 2 intraLATA end-points (point-to-point service) or same LATA as serving Company POP (e.g. switched products). InterLATA DS1Digital transport facilities are provided at rates to be determined on an individual case basis</i>				
Modem Port T1 - RNK Equipment	\$500.00	\$1,000.00	\$475.00	\$1,000.00
Fixed Bandwidth Per Meg. Up to 5 Megs*	\$800.00	\$0	\$800.00	\$0
Fixed Bandwidth Per Meg. 6 to 10 Megs*	\$750.00	\$0	\$750.00	\$0
Fixed Bandwidth Per Meg. 11 or More Megs.*	\$700.00	\$0	\$700.00	\$0
<i>* based on 95% of peak utilization</i>				
Monitoring Software per T1	\$100.00	\$500.00	\$100.00	\$500.00
Radius Server per T1	\$100.00	\$500.00	\$100.00	\$500.00

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**7.2.3 DS3 SERVICE (44.736 Mbps)**

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(D)

<u>Service</u>	<b>One Year Term</b>		<b>Three Year Term</b>	
	<u>Monthly Recurring</u>	<u>Set-Up Fee</u>	<u>Monthly Recurring</u>	<u>Set-Up Fee</u>
DS3 Digital Transport Facility*(C)	\$3,000.00	\$2,500.00	\$2,850.00	\$2,500.00
* monthly recurring charge reflects 2 intraLATA end-points (point-to-point service) or same LATA as serving Company POP (e.g. switched products). InterLATA DS1 Digital transport facilities are provided at rates to be determined on an individual case basis				
Modem Port DS3 - RNK Equipment	\$12,500.00	\$3,000.00	\$11,875.00	\$3,000.00
Fixed Bandwidth Per Meg. Up to 5 Megs*	\$800.00	\$0	\$800.00	\$0
Fixed Bandwidth Per Meg. 6 to 10 Megs*	\$750.00	\$0	\$750.00	\$0
Fixed Bandwidth Per Meg. 11 or More Megs.*	\$700.00	\$0	\$700.00	\$0
* based on 95% of peak utilization				
Monitoring Software per DS3	ICB	ICB	ICB	ICB
Radius Server per DS3	ICB	ICB	ICB	ICB

(C)  
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**7.2.4 Centralized Multiplexing**

7.2.4.1 DS1 to DS3 Multiplexing - Aggregates 28 DS1's onto DS3 interoffice facilities via multiplexing provided at the Company's node.

<u>Nonrecurring</u> <u>(Installation)</u>	<u>Monthly Recurring</u>		
	<u>1 Year Term</u>	<u>3 Year Term</u>	<u>5 Year</u>
\$1,000	\$2,646.85	\$2,406.25	\$ 2,165.65

7.2.4.2 DS1 to DS0 Multiplexing - Aggregates 24 DS0s onto DS1 interoffice facilities via multiplexing provided at the Company's node.

<u>Nonrecurring</u> <u>(Installation)</u>	<u>Monthly Recurring</u>		
	<u>1 Year Term</u>	<u>3 Year Term</u>	<u>5 Year</u>
\$1,000	\$550	\$500	\$ 450

7.2.4.5 Central Office Fiber Multiplexing - Aggregates and converts electrical DS3's to a customer-specified optical carrier system (OCn) (N)  
(N)

<u>Nonrecurring</u> <u>(Installation)</u>	<u>Monthly Recurring (Per DS3 connected)</u>		
	<u>1 Year Term</u>	<u>3 Year Term</u>	<u>5 Year</u>
\$1,000	\$3,970.28	\$3,609.35	\$ 3,281.23

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\*Material previously appearing on this page now appears in Section 9, page 124

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**7.2.5 Shared Entrance Facility Multiplexing-Rates**

7.2.5.1 Dedicated Circuit Fixed Charges

Per DS1 Facility connected, per month:	\$550.00
Per DS3 Facility connected, per month:	\$2,645.85

7.2.5.2 Common Multiplexing and Transport (traffic-sensitive)

Per minute of use:	\$0.003025
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**7.3 CO SERVICE (CO ACCESS SERVICE)**

**7.3.5 IntraLATA Toll Service Calls**

Rate per minute: \$0.049 (R)

**7.3.6 Basic Residential Line Service**

A. Monthly Recurring Charges

	<u>Monthly Rate</u>	
Residential Dial Tone Line - Measured Service (MTS)		\$11.12
Unlimited Local Messages+		\$17.37
	<u>Local Messages</u>	<u>Per Minute</u> <u>Per Message</u>
a. 617/508/781/978 857/774/339/351 LATA Zone 1	\$0.018	\$0.0090
b. 617/508/781/978 857/774/339/351 LATA Zone 2	\$0.0315	\$0.0090
c. 413 LATA Peak	\$0.018	\$0.0090
d. 413 LATA Off-Peak	\$0.018	\$0.0090
	<u>Miscellaneous Options</u>	<u>Monthly Rate</u>
a. Touch Tone Dialing		\$0.00

+ Note - not available in 617/508/781/978/857/774/339/351 Area Codes/Eastern LATA in the following exchanges: Arlington, Belmont, Boston Central, Brighton, Brookline, Cambridge, Charlestown, Chelsea, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Lexington, Malden, Medford, Melrose, Milton, Newton, North Swansea, Quincy, Rehoboth, Revere, Roxbury, Seekonk, Southgate, Somerville, South Boston, Waltham, Watertown, Winthrop; in 413 LATA in the following exchanges: Chicopee, East Longmeadow, Hampden, Holyoke, Longmeadow, Ludlow, Southwick, Springfield, Westfield, Wilbraham

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**7.3.7 Business Network Switched Service**

Monthly Recurring Charges

	<u>Monthly Rate</u>
Business Dial Tone Line - Measured Service	\$13.50
Unlimited Local Messages	\$36.00 +

<u>Local Messages</u>	<u>Per Minute</u>	<u>Per Message</u>
a. 617/508/781/978 857/774/339/351 LATA Zone 1	\$0.018	\$0.0270
b. 617/508/781/978 857/774/339/351 LATA Zone 2	\$0.018	\$0.0270
c. 413 LATA Peak	\$0.018	\$0.0170
d. 413 LATA Off-Peak	\$0.018	\$0.0100

	<u>Monthly Rate</u>
<u>Miscellaneous Options</u>	
a. Touch Tone Dialing	\$0.00
b. Local Usage Detail, per line or trunk	\$2.17

(N)

+ note - not available in 617/508/781/978/857/774/339/351 Area Code/Eastern LATA in the following exchanges: Arlington, Belmont, Boston Central, Brighton, Brookline, Cambridge, Charlestown, Chelsea, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Lexington, Malden, Medford, Melrose, Milton, Newton, North Swansea, Quincy, Rehoboth, Revere, Roxbury, Seekonk, Southgate, Somerville, South Boston, Waltham, Watertown, Winthrop; in 413 LATA in the following exchanges: Chicopee, East Longmeadow, Hampden, Holyoke, Longmeadow, Ludlow, Southwick, Springfield, Westfield, Wilbraham.

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**7.4 Digital Trunk Service**

	Rate if ordering Port-Only	Rate if ordering Standard Option	Rate if ordering Service Option
Nonrecurring Connection Charge (per DS0 port):	\$	39.00	(x)
<u>Monthly Recurring Charges:</u>			↓
Message Rate Switch Port: (per DS0 port installed)			
- DID port	\$	14.50	
- DOD port	\$	38.00	
-DID/DOD port	\$	56.25	
<u>DID Number Blocks</u>			↓
-Per 10 DID station numbers	\$	3.00	
-Per 100 DID station numbers	\$	30.00	
-Per 1 Foreign Access Number	\$	5.99	
<u>Statewide DID Service</u>			
-Non-Recurring Setup Charge	\$	100.00	
-Usage Sensitive Rate (per minute of use inward)	\$	0.00(R)	(x)

(x) Material previously located on this page is now located as part of the new and expanded material on page 92.2.1. (N)  
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**7.4 Digital Trunk Service (cont'd)**

	Port-Only Service Billing Option A - DS1 Handoff (Per DS1)	Port Only Service Billing Option B (Per DID)	Port-Only Service Billing Option C - DS3 Handoff (Per DS3 or pro-rated to fraction thereof)	Port-Only Service Billing Option D - DS3 Handoff (Per DS3)	Port-Only Service Billing Option E - OC12 Handoff (Per DS3)
<u>Nonrecurring Charge (Waived with &gt;12 month Commitment):</u>	\$500.00	\$4.00	\$1,000.00	\$1,000.00	ICB
<u>Monthly Recurring Charges-Facility:</u>					
Volume Level 1	\$400.00	N/A	\$3,000.00	\$2,000.00	\$541.57
Volume Level 2	\$300.00	N/A	\$2,700.00	N/A	N/A
Volume Level 3	\$200.00	N/A	\$2,300.00	N/A	N/A
Volume Level 4	\$125.00	N/A	\$1,800.00	N/A	N/A
<u>DID Numbers:</u>					
	Includes Statewide DID Set		Includes Statewide DID Set		Includes Statewide DID Set
Per DID		\$1.30		\$0.05	
<u>Additional DIDs</u>					
1-2500	\$0.40	N/A	\$0.40	N/A	\$0.40
2501-5000	\$0.20	N/A	\$0.20	N/A	\$0.20
5001+	\$0.10	N/A	\$0.10	N/A	\$0.10
Usage Charge (per minute of use)	N/A	\$0.007	N/A	N/A	N/A
<u>Volume Commitment Definitions</u>					
Level 1	1	N/A	1-6	1+	1+
Level 2	2-6	N/A	7-12	N/A	N/A
Level 3	7-10	N/A	13-20	N/A	N/A
Level 4	14+	N/A	20+	N/A	N/A

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**7.5 ISDN-PRI Service**

	Rate if ordering Standard Option	Rate if ordering Port-Only Service Option
Nonrecurring Connection Charge (per PRI port):	\$ 1000.00	(x)
<u>Monthly Recurring Charges:</u>		↓
ISDN PRI Switch Port: (Standard or Port Only Options)		
-per PRI port installed, configured as DID, DOD or DID/DOD \$	350.00	
<u>VoIP-Transport Option (Standard only)</u>		
-per PRI, configured as DID, DOD or <u>DID/DOD</u> \$	250.00	
<u>DID Number Blocks</u>		↓
-Per 10 DID station numbers \$	3.00	
-Per 100 DID station numbers \$	30.00	
-Per 1 Foreign Access Number \$	5.99	
<u>Statewide DID Service</u>		
-Non-Recurring Setup Charge \$	100.00	
-Usage Sensitive Rate (per minute of use inward) \$	0.00(R)	(x)

(x) Material previously located on this page is now located as part of the new and expanded material on page 92.3.1 (N)  
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**7.5 ISDN-PRI Service (cont'd)**

	Port-Only Service Billing Option A - DS1 Handoff (Per DS1)	Port Only Service Billing Option B (Per DID)	Port-Only Service Billing Option C - DS3 Handoff (Per DS3 or pro-rated to fraction thereof)	Port-Only Service Billing Option D - DS3 Handoff (Per DS3)	Port-Only Service Billing Option E - OC12 Handoff (Per DS3)
<u>Nonrecurring Charge (Waived with &gt;12 month Commitment):</u>	\$500.00	\$4.00	\$1,000.00	\$1,000.00	ICB
<u>Monthly Recurring Charges-Facility:</u>					
Volume Level 1	\$420.00	N/A	\$3,000.00	\$2,000.00	\$541.57
Volume Level 2	\$350.00	N/A	\$2,700.00	N/A	N/A
Volume Level 3	\$290.00	N/A	\$2,300.00	N/A	N/A
Volume Level 4	\$250.00	N/A	\$1,800.00	N/A	N/A
Volume Level 5	\$125.00	N/A	N/A	N/A	N/A
<u>DID Numbers:</u>					
	Includes Statewide DID Set	\$1.30	Includes Statewide DID Set	\$0.05	Includes Statewide DID Set
Per DID Additional DIDs					
1-2500	\$0.40	N/A	\$0.40	N/A	\$0.40
2501-5000	\$0.20	N/A	\$0.20	N/A	\$0.20
5001+	\$0.10	N/A	\$0.10	N/A	\$0.10
Usage Charge (per minute of use)	N/A	\$0.01	N/A	N/A	N/A
	<b>Volume Commitment Definitions</b>				
Level 1	1-3	N/A	1-6	1+	1+
Level 2	4-7	N/A	7-12	N/A	N/A
Level 3	7-10	N/A	13-20	N/A	N/A
Level 4	12-16	N/A	20+	N/A	N/A
Level 5	17+	N/A	N/A	N/A	N/A

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**7.6 Wholesale Audio-conference Delivery Service**

	Non-Recurring Charge	Monthly Recurring Charge	Usage-Sensitive Charge, per minute	
WADS Port Capacity, Per Inbound DS1	\$ 500.00	\$420.00		(N)
WADS Port Capacity, Per Inbound DS1 (Multistate Discount—Minimum in-service quantity in the states of MA, NY, NH, RI of 84 DS-1s )	Waived	\$300.00		(N)
WADS Port Inbound Usage, per minute of use			\$0.024	(N)
WADS Port Inbound Usage, per minute of use (Multistate Discount—Minimum in-service quantity in the states of MA, NY, NH, RI of 84 DS-1s )			Waived	(N)
WADS Shared Transport, per minute of use			\$0.0005	(N)
WADS Shared Transport, per minute of use (Multistate Discount—Minimum in-service quantity in the states of MA, NY, NH, RI of 84 DS-1s )			Waived	(N)
Service Rearrangements, per occurrence				
-simple	\$ 50.00			
-complex		Time and materials, based on standard hourly labor rate		

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**7.6A RNK Conference Calling Pro Service**

	<u>Rate</u>
<b>RNK Conference Calling Silver Pro</b>	
Initial Set-up charge: \$	-
Monthly Recurring Fee(Unlimited usage Option) \$	49.99
Per minute of use, per participant, when accessed through a standard 10-digit access number \$	0.05
Additional per minute, per participant, when participant accesses conference via toll free number \$	0.03
<b>RNK Conference Calling Gold Pro</b>	
Initial Set-up charge: \$	-
Monthly Recurring Fee(Unlimited Option) \$	89.99
Per minute of use, when accessed through a standard 10-digit access number \$	0.10
Additional per minute, per participant, when participant accesses conference via toll free number \$	0.03

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**7.7 Calling Cards**

**Rates** (NOTE: The rates in this section, insofar as they may apply to services not within Massachusetts, are provided for informational purposes only.)  
800 surcharge= \$0.04 per minute, unless otherwise indicated.  
Toll-free Payphone use surcharge = \$1.00 (I), unless otherwise indicated.

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1. “RNK Card” (formerly, the “Mass Local Access Card”):

Massachusetts = \$0.01 per minute

(R)

2. DialAroundTheWorld.com®

Massachusetts = \$0.01 per minute

(R)

3. Custom Card Program A

Massachusetts = \$0.01 per minute

(R)

4. Custom Card Program B

Massachusetts = \$0.025 per minute

(R)

5. Custom Card Program C

Massachusetts = \$0.025 per minute

(C)

(C)

6. Special Destinations

Massachusetts = \$0.019 per minute

7. Connection Free (\$1.99) Card

Massachusetts = \$0.01 per minute

(C)

(R)

8. HDC Tel card

Massachusetts = \$0.026 per minute

9. 3-2-1 Talk (Cellular origination)

Massachusetts = \$0.039 per minute

(M)

10. 3000 Minute Card

Massachusetts = \$0.003 per minute, Payphone surcharge = \$0.00

(N)

(N)

(N)

11. 1000 Minute Card

Massachusetts = \$0.005 per minute, Payphone surcharge = \$0.00

(N)

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(N)

\*\*Some material appearing on this page previously appeared on page 78 of this tariff.

(N)

\*Material previously appearing on pages 93-95 are now located in Section 10 of this tariff

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**7.7 Calling Cards (Cont'd)**

12. Customer RB \$20 Card

Massachusetts = \$0.02 per minute, Payphone surcharge = \$0.50  
800 Surcharge = \$0.02

13. Customer CTS 300/150 Card

Massachusetts = \$0.02 per minute, Payphone surcharge = \$0.50  
800 Surcharge = \$0.02

14. Customer RB \$10 Card

Massachusetts = \$0.0225 per minute, Payphone surcharge = \$0.50  
800 Surcharge = \$0.0225

15. City Card

Massachusetts = \$0.024 per minute, 800 Access = \$0.024

16. Custom Card Program D

Massachusetts = \$0.039 per minute, Payphone surcharge = \$0.50

17. Custom Card Program E

Massachusetts = \$0.049 per minute, Payphone surcharge = \$0.50

18. Custom Card Program F

Massachusetts = \$0.05 per minute, Payphone surcharge = \$0.50

19. Custom Card Program G

Massachusetts = \$0.05 per minute, Payphone surcharge = \$0.50

20. Action USA

Massachusetts = \$0.0416 per minute, Payphone surcharge = \$0.50; 800 Access = \$0.84

21. National Card

Massachusetts = \$0.059 per minute, Payphone surcharge = \$0.50

22. USA 90/180/360 Card

Massachusetts = \$0.0555 per minute

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**7.7 Calling Cards (Cont'd)**

18. Customer AA Card

Massachusetts = \$0.028 per minute, Payphone surcharge = \$0.50; 800 Access = \$0.03

19. Customer CC Card

Massachusetts = \$0.026 per minute, Payphone surcharge = \$0.50; 800 Access = \$0.024

20. Customer CC Card #2

Massachusetts = \$0.058 per minute, Payphone surcharge = \$0.50

21. Customer TR Card

Massachusetts = \$0.0416 per minute, Payphone surcharge = \$0.50; 800 Access = \$0.83

22. Customer VT Promo Card

Massachusetts = \$0.03 per minute; Payphone surcharge = \$0.50

23. Customer VT Rechargeable Card

Massachusetts = \$0.0325 per minute; Payphone surcharge = \$0.50

**7.8 Pre-Paid, Presubscribed Toll Service**

Bucket of Minutes<sup>®</sup> Rates

<u>\$ Amt. Purchased</u>	<u>Rate per U.S. Minute</u>	<u>International Rates(†)</u>	<u>“800” Access(†)</u>
\$25 to 99	\$0.079	Varies	Additional \$0.06/min.
\$100 to 499	\$0.069	by Country,	Discounted in
\$500 to 999	\$0.059	as posted from	Proportion to
\$1000 and above	\$0.049	time to time on	Volume Discounts.

[www.BucketOfMinutes.com](http://www.BucketOfMinutes.com)<sup>®</sup>

Discounted in  
Proportion to  
Domestic Volume-Purchased Discounts.

(†) These rates are provided for informational purposes only.

\*Material previously appearing on pages 93-95 are now located in Section 10 of this tariff

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**7.9 Phone Number Bank® / MyTempNumber®**

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<u>Service</u>	<u>Plan Name</u>	<u>Non Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Phone Number Bank®		\$29.99	\$9.99
MyTempNumber®	Basic	N/C	\$7.95
MyTempNumber®	Premium	N/C	\$11.95

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### **7.10 Service Calls**

When a Customer reports trouble to the Company and no trouble is found in the Company facilities, the Customer may be responsible, for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until work is completed. Time billed in 15 minute increments.

Per hour rate per technician                      \$100

### **7.11 RNK Voice-mail**

(Voice-mail is an unregulated & untariffed product. Prices are included in this document for informational purposes only)

Basic

Recurring (Monthly) \$4.50

Multibox (Monthly) \$6.70

Virtual Voice-mail \$6

Additional Features

Ring to Pager: \$1.50 (monthly)

Notification via email \$1.00 (monthly)

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**8. Directory Assistance and Listings**

At the present time, Directory Assistance and Listings are only offered by the Company through its Resale Tariff MDTE No. 3, as may be amended from time to time.

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**9 COLLOCATION**

RNK Collocation with Network Services will be provided subject to the availability of facilities.

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**9.1 General**

Collocation provides for access to points that may serve as a point of interconnection for the exchange of traffic with the Company, or for termination of any of the Company’s Services.

**A. Forecast Requests**

The Company will request from the Customer\* forecasts on a semi-annual basis, with each forecast covering a one-year period. The Customer will be required to update the near-term (6 month) forecasted application dates. If the forecasts indicate spikes in demand, the Company will attempt to smooth the demand via negotiations with the forecasting Customers. If additional expenditure would be required to satisfy the spikes in demand, the Company will work with the Customer to determine whether such additional expenditure is warranted and to evaluate cost recovery options. If the Company augments its work force based on forecasts, the Customer will be held accountable for the accuracy of its forecasts.

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**B. Termination of Collocation**

1. Eminent Domain

The Company shall have the right to terminate a collocation arrangement at any time with respect to any area(s) of the Company premises that becomes the subject of a taking by eminent authority having such power. The Company shall notify the Customer of such termination immediately after it receives notice of the taking. The Customer shall have no claim against the Company for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired Arrangement that results from a termination by the Company under this provision, or any loss of business from full or partial interruption or interference due to any such termination. Nothing herein shall be construed as preventing the Customer from making its own claim against the eminent authority ordering the taking of the collocated space area of the Company office premises for the Customer’s relocation expenses.

2. Non-Compliance

If at any time the Company reasonably determines that any Customer’s facilities or equipment or the installation of the Customer’s facilities or equipment does not meet the requirements of these terms and conditions, the Customer will be responsible for the costs associated with the removal or modifications of such facilities to render it compliant. If the Customer fails to correct any non-compliance with these standards within fifteen days written notice to the Customer, the Company may have the facilities or equipment removed or the condition corrected at the Customer’s expense, subject to the dispute resolution procedures.

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1 For purposes of this section, “Customer” shall have the meaning as in Section 1, but with the additional caveat that the Customer must be a MA registered telecommunications service provider or other Business customer purchasing intrastate telecommunications services.

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If the Company reasonably determines that any Customer’s activities, equipment or facilities are unsafe, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, or pose an immediate threat to the safety of the Company’s employees or others or to the Company’s network, the Company has the right to immediately stop such activities or the operation of such facilities or equipment without prior notice. The Customer will be charged for any costs incurred as a result of such actions. The Company may also discontinue service or cancel an application for the arrangement without incurring any liability for any of the following reasons:

- Upon nonpayment of any sum owing to the Company for more than thirty days beyond the date of rendition of the bill for the arrangement, the Company may, on thirty days advance notice in writing to the Customer without incurring any liability, discontinue the furnishing of a new or existing Arrangement.
- The Company shall be prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- In the event of fraudulent use of the Company’s network, the Company may discontinue the arrangement without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

**9.2            Ordering**

Physical collocation will be provided to Customers in the order that Customers’ applications are completed and approved, subject to the provisions of this tariff, e.g., space rearrangement, special construction. The Customer shall complete a written request for occupancy of any physical collocation space and shall include payment of an Application Fee equal to 100% of applicable NRCs. If Customer withdraws its request, the Application Fee, less the Application Costs incurred by the Company (e.g., engineering, record search, inspection of premises, and administrative activities required to process the application) will be refunded. For the purposes of this section, Application Costs will be presumed to equal one half of the Application Fee.

Receipt of the fee will determine the order of priority of the Customer’s request.

As used herein, cable space is any passage or opening in, on, under/over or through the central office cable support structure (e.g., cable risers, cable racks, cable vault or alternate splicing chamber, etc.) required to bring fire retardant fiber optic riser cable from the collocation node to the location where the riser cable and the feeder cable meet and are spliced and the spaces between the splice and the conduit space, as well as the space between the collocation node and the Company POT and any other space required to bring other fire retardant communications cable from one collocation node to another collocation node of the same Customer.

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As used herein, conduit space is any reinforced passage or opening in, on, under/over or through the ground between the feeder route conduit system and the location capable of containing communications facilities. This includes cable entrance facilities, main conduit, ducts, inner ducts, gas traps, underground dips such as short sections of conduit under roadway, driveways and parking lots, and similar conduit installations required to bring the Customer-provided feeder cable into the Company central office or other collocation space.

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In order to process a Customer's application for collocation, the Company will conduct a pre-construction survey in which the Company conducts the following activities.

- An inspection of central office or other premises and conduit to verify available space and to determine the requirements of the normal space and conditioning work.
- Administrative activities required to process the application.

The Customer does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in the Company's central office or other collocation facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space, or other Company space or facilities other than as expressly provided herein.

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**9.3 Power/Site Preparation**

In addition to the floor space, the Company will provide – 48V DC power and AC power, battery and generator back-up power, AC power convenience outlets, heat, air conditioning and other environmental support to the Customer equipment in the same manner that it provides such support items to its own equipment within that central office. Standard – 48V DC power shall be provided as specified herein. If requests for power or environmental support exceed the existing central office capacity, any extraordinary costs to provide that expanded capacity will be borne by the Customer. The Company will provide DC power to the collocation arrangement as specified by the Customer in its collocation application. The Customer will specify the load on each feed and the size of the fuse to be placed on each feed. Charges for DC power will be applied per load amp based on the total number of load amps ordered on each feed. For example, if a Customer orders a total of 40 load amps of DC power and an A and B feed, the Customer could order 20 load amps on the A feed, and 20 load amps on the B feed. The Company will permit the Customer to order a fuse size at up to 2.5 times the load amps ordered. Thus, the Customer could order that each feed be fused at 50 amps if the Customer wants one feed to carry the entire load in the event the other feed fails. Accordingly, the Customer will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

The Customer is permitted to place in its collocation space Customer-provided equipment needed to terminate facilities. The Customer may also collocate such equipment is necessary for interconnection. The Customer may place in its node ancillary equipment such as cross connect frames, as well as metal storage cabinets and work surfaces (e.g., tables). Metal storage cabinets and work surfaces must meet Company environmental standards.

The Company and the Customer agree to work cooperatively to develop an equipment layout that complies with the equipment specification and to minimize space requirements. Where the Customer intends to modify, move, replace or add to equipment or facilities within or about Company premises and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the Customer must request and receive written consent from the Company. The Customer shall not make any changes from initial installation without the prior written approval of the Company. All work performed by the Customer must comply with the industry standard requirements.

The Customer will be responsible for installing, maintaining, repairing and servicing its equipment located in the collocation node. The Customer may have the option of directly contracting with Company-approved vendors to do the construction. Prior to beginning installation work, the Customer must provide notice, in writing, to the Company indicating acceptance of the collocation node work.

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The Customer may use a portion of the central office(s) and loading areas, if available, on a temporary basis during the Customer's equipment installation work in the multiplexing node. The Customer is responsible for protecting the Company's equipment and flooring within the staging area and along the staging route. The Customer will store equipment and materials within their node when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area. The Customer will meet all the Company's fire, safety and housekeeping requirements. This temporary staging area will be vacated and delivered to the Company in a broom-clean condition upon completion of its installation work.

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Procedures shall be agreed upon and approved by a Company representative and a Customer representative prior to the beginning of any installation effort or use of common area. The Customer shall prominently display the signed approval at the node while performing any installation functions.

#### **9.4 Point of Termination**

The Company will designate a POT on cross connect frames or similar devices as the point(s) of physical demarcation between the Customer's facilities and the Company's facilities. The cross connect frames where the POT(s) are located will be provided at or near the multiplexing node. The Customer will provide and be responsible for installing and maintaining the connection cabling and associated cross connections between the multiplexing node and the POT. The Company will provide and be responsible for installing and maintaining all facilities on the Company's side of the POT.

The Company will permit the Customer's employees, agents and contractors approved by the Company to have unescorted access to its multiplexing node and any equipment located outside the multiplexing node which is directly related to the equipment and for which the Customer is responsible to repair and maintain, provided that the Customer employees, agents and contractors comply with the policies and practices of the Company pertaining to fire, safety and security. The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted. The Customer agrees to abide by all Company security practices for Customer employees/agents with access to the Company's premises. The Customer will supply the Company with a list of its employees or approved vendors who require access. The list will include social security numbers of all such individuals or an alternative form of identification as specified by the Company. All individuals must be US citizens where required by law or regulation.

The Company reserves the right to revoke any access privileges of any Customer employee or agent found in violation of these conditions.

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**9.5 Repair and Maintenance**

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**9.5.1 Outages**

The Customer will be responsible for notifying the Company of significant outages that could impact or degrade the Company’s switches and services, and provide estimated clearing time for restoration. The Customer is responsible for coordinating with the Company to ensure that services are installed in accordance with the service request. Before beginning any delivery, installation, replacement or removal work for equipment and/or facilities located within the Customer’s multiplexing node, the Customer must obtain the Company’s written approval of the Customer’s proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Company may request additional information before granting approval and may require scheduling changes.

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**9.5.2 Testing**

The Customer is responsible for testing, if necessary, with the Company to identify and clear a trouble when the trouble has been sectionalized (isolated) to a Customer provided service. The Customer is responsible for providing trouble report status when requested. The Customer must pay a Customer not ready charge whenever the Company personnel are required to identify a trouble as being on the Customer’s side of the POT (e.g., in the connection cabling or associated cross connection).

**9.5.3 Damage/Casualty**

If the multiplexing node or any part thereof shall be damaged by fire or other casualty, the Customer shall give immediate notice thereof to the Telephone Company. Tariff regulations will remain in full force and effect unless otherwise specified herein. If the collocation space and/or associated cable/conduit space is partially damaged or rendered partially unusable by fire or other casualty not caused by the Customer, the damages thereto shall be repaired by and at the expense of the Company (not including damages to the Customer-owned equipment within the multiplexing node). The occupancy fee, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the multiplexing node and/or associated cable, roof space and transmitter/receiver space and conduit spaces which are usable.

If the multiplexing node, cable space, roof space, transmitter/receiver space or conduit space is totally damaged or rendered wholly unusable by fire or other casualty not caused by the Customer, then the occupancy fees shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the space shall have been repaired and restored by the Company, subject to the Company’s right to elect not to restore the same as provided herein. If the multiplexing node, cable space, roof space,

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transmitter/receiver space or conduit space is rendered wholly unusable through no fault of the Customer, or if the building shall be so damaged that the Company shall decide to demolish it or to rebuild it (whether or not the premises are damaged in whole or in part), the Company may elect to terminate this arrangement. Written notice to the Customer shall be given within ninety days after such fire or casualty specifying a date for the expiration of the arrangement, which date shall not be more than sixty days after the giving of such notice.

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Upon such notice, the Customer shall forthwith quit, surrender and vacate the premises without prejudice to the Company's rights and remedies against the Customer. Any occupancy fee owing shall be paid up to such date and any payments of occupancy fee made by the Customer that were on account of any period subsequent to such date shall be returned to the Customer. Unless the Company shall serve a termination notice as provided for herein, the Company shall make the repairs and restorations subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control.

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After any such casualty, the Customer shall cooperate with the Company's restoration by removing from the multiplexing node and other associated space as promptly as reasonably possible, all of the Customer's salvageable inventory and movable equipment, furniture and other property.

The Customer's liability for occupancy fees shall resume either upon occupancy by the Customer or thirty days after written notice from the Company that the multiplexing node, cable space, roof space or transmitter/receiver space or conduit space is restored to a condition comparable to that existing prior to such casualty.

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**9.6 Reclamation/Right to Terminate or Rearrange/Efficient Use of Space**

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The Company may reclaim from a Customer that has not placed functional equipment in its space within six months of the arrangement for the space. The Company shall have the right to reassign space with respect to any multiplexing node and associated cable and conduit where the multiplexing node is not efficiently used within a reasonable amount of time. Efficiently used means that substantially all of the floor space is taken by the equipment as specified above, metal storage cabinets or work surfaces as needed to provide service, and that the Customer's facilities occupying such space are in operation for substantial periods of time each month. The determination as to whether or not these criteria are met is solely within the reasonable judgment of the Company. If the space is needed to accommodate another Customer or the Company's service, the Company will take back from the Customer, space that is not being efficiently used. The Customer shall be responsible for any outstanding fees, rates and charges in existence at such time. The subsequent Customer shall be responsible for any costs directly attributable to the reclaiming of the space previously assigned to the existing Customer.

Upon termination of the Customer's collocation arrangement or any twenty-five square foot portion thereof, the Customer must remove its equipment from that space within thirty days. Upon removal by the Customer of all its equipment from the multiplexing node area or portion thereof, the Customer must restore that multiplexing node area to its original condition at time of occupancy. Due to physical and technical constraints, removal of cable is at the Company's option. If the Customer fails to remove its equipment within thirty days, the Company may elect, at its option, to remove the equipment at the Customer's expense.

In addition, the Company shall have the right, to terminate this arrangement at any time with respect to any multiplexing node, transmitter/receiver space, roof space, and associated cable and conduit when a state commission requires the Company to move its central office when an unsafe or hazardous condition makes abandonment of a central office necessary; or when the Company makes a reasonable business decision to sell a central office due to network engineering conditions. The Company shall provide 180 days' written notice prior to such an event, unless the Company is given a lesser notice by the relevant regulatory authority.

**9.6.1 Taking by Eminent Authority**

The Company shall have the right to terminate this arrangement at any time with respect to any multiplexing node, transmitter/receiver space, roof space and associated cable and conduit where the serving wire center premises becomes the subject of a taking by eminent authority having such power. The Company shall provide the Customer with 180 days' written notice of such termination and negotiate a schedule by which the Customer must proceed to have Customer-provided equipment or property removed from the multiplexing node and associated cable and conduit, unless the Company is given a lesser

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notice by the authority. The Customer shall have no claim against the Company for any relocation expenses or any part of any award that may be made for such taking that results from a termination by the Company under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing a Customer from making its own claim against the eminent authority ordering the taking of the central office.

The Company will bear only the costs of relocating the multiplexing node enclosure, point of termination and associated Company cabling, equipment and structures. The Customer will be responsible for relocating its equipment, multiplexing equipment, facilities and any other property. The Customer and the Company will work together in good faith to minimize any disruption of the Customer's services as a result of such relocation.

#### 9.6.2 Rearranging Conduit System

Should the Company need to install additional facilities to any conduit system in which the Customer occupies conduit for the purpose of meeting the Company's own service requirements or for providing for physical collocation for another Customer, the Company will, after notifying the Customer of the additional occupancy, rearrange the Customer's facilities in the conduit system as reasonably determined by the Company, so that the additional facilities of the Company or other Customer may be accommodated.

In an emergency, the Company reserves the right to rearrange a Customer's facilities. The Company will use reasonable efforts to notify the Customer prior to rearranging a Customer's facilities. If such emergency is a result of the Customer's occupancy of space under these provisions or as a result of any act or omission on the part of the Customer, its employees, agents or vendors, the Customer will be charged for such rearrangement.

#### 9.6.3 Customer-Initiated Move

Should the Customer wish to move equipment from one location to another, the Customer will be responsible for removing and transporting its equipment to the new site and installing it. The Company will treat the relocation as a new installation.

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**9.7 Provisions for Other Services**

The Customer may order from the Company business message rate service in accordance with the provisions of this Tariff (services via Company's facilities) or M.D.T.E. No. 3 (service via resale of Verizon – MA services), for its own internal use and the expressed purpose of administrative lines within the multiplexing node. The Customer may order additional administrative lines or circuits for the expressed use of directly supporting the network maintenance and administration functions for the collocation equipment within the multiplexing node.

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**9.8 Technical Specifications**

The Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR – 1089 – CORE.

The Customer is responsible for procuring, installing and maintaining all cables from the Customer premises. The Customer is responsible for providing, installing and maintaining the connection cable and any associated equipment that may be required (e.g., repeaters) between the collocated node and the POT.

**9.9 Safety and Technical Standards**

The Customer's facilities shall not physically, electronically, or inductively interfere with the Company's or other Customer's facilities and must comply with the appropriate technical specifications.

**9.10 Insurance**

The Customer shall, at its sole cost and expense, procure, maintain, pay for and keep in force the following insurance, underwritten by insurance companies licensed to do business in the State of Massachusetts having a best insurance rating of at least AA – 12.

1. Comprehensive general liability coverage on an occurrence basis in an amount of two (2) million dollars combined single limit for bodily injury and property damage, with a policy aggregate of two (2) million dollars. Said coverage shall include the contractual, independent contractors' products/completed operations, broad form property and personal injury endorsements.
2. Umbrella/excess liability coverage in an amount of five (5) million dollars excess of coverage contained in the general liability policy.
3. All risk property coverage on a full replacement cost basis insuring all of the Customer's real and personal property situated on or within the Company's locations. The Customer may also elect to purchase business interruption and contingent business interruption insurance.
4. Statutory workers' compensation coverage and employer's liability coverage in an amount of two (2) million dollars.

The Company shall be named as an additional insured on all applicable policies as specified in general liability and excess liability policies, and shall be named as loss payee (as its interest may appear) on all applicable risk property policies.

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The limits governing the general and excess liability provisions above may be increased by the Company from time to time upon prior written notice, to at least such minimum limits as shall then be customary with respect to comparable situations within the existing Company buildings. All policies purchased by the Customer shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Company.

All insurance must be in effect on the occupancy date and shall remain in force as long as the Customer's facilities remain within any spaces governed by the arrangement. If the Customer fails to maintain the coverage, the Company may pay the premiums thereon, or on comparable coverage of its choosing, and invoice same to Customer. The Customer shall arrange for the Company to receive thirty (30) days advance notice of cancellation, modification, or renewal of the policy from the Customer's insurance company. Notices should be forwarded to the Company contact listed on Customer's Service Order.

The Customer must also conform to the same recommendation made by the Company's insurance companies to which the Company has already agreed or to which it shall hereafter agree. Nothing contained herein shall relieve the Customer from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible to the extent permitted by law, the Company and the Customer each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise.

The foregoing release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. The Customer acknowledges that the Company will not carry insurance on the Customer's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the Customer and agrees that the Company will not be obligated to repair any damage thereto or replace the same.

#### **9.10.1 Self Insurance**

If the Customer's net worth exceeds one hundred million dollars, the Customer may elect to self insure in lieu of obtaining any of the insurance required as specified in this Section. If the Customer self-insures, the Customer shall furnish to the Company, and keep current, evidence of such net worth that is attested to by one of the corporate officers. If the Customer self-insures, the Customer shall release, indemnify, and hold the Company (and the Company's affiliates and

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personnel) harmless against all losses, costs (including reasonable attorney fees), damages, and liabilities resulting from claims (including without limitation claims alleging negligence or breach of contract by the Company or by Company affiliates and personnel) that would have been within the scope of such insurance had the vendor not elected to self-insure.

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### **9.11**            **Inspections**

The Customer is responsible for providing a contact number that is readily accessible twenty-four hours a day, seven days a week. The Customer will provide emergency access to its space at all times to allow the Company to react to emergencies, to maintain the space (where applicable) and to ensure compliance with OSHA/ Company regulations and standards related to fire, safety, health, and environmental safeguards. In the event the Company is required to access the Customer's multiplexing node on an emergency basis, the Company will notify the Customer of such access within twenty-four hours.

The Company has the right to inspect the completed installation of the Customer's equipment and facilities. In addition, the Company may conduct up to twelve routine inspections per year of all or portions of the Customer's facilities, to determine that occupancies are authorized and installed and maintained in conformance with the required standards. The Company will provide the Customer with advance notice of non-emergency inspections and the Customer shall have the right to be present at the time of inspection. The Company will notify the Customer in writing of any third party inspection, unless the Company is not notified sufficiently in advance; in such cases, the Company will notify the Customer as soon as reasonably possible. The Customer shall have the right to be present at the time of inspection by the third party unless the Company is not notified in advance of such inspections. The Customer will be charged for such inspections if the Company finds a violation of these terms and conditions. Applicable time and material charges associated with such inspection will apply.

If at any time the Company reasonably determines that the Customer's facilities or equipment or the installation of the Customer's facilities or equipment do not meet the required standards, the Customer will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to establish compliance. If the Customer fails to correct any noncompliance with these standards within fifteen days' written notice to the Customer, or sooner if circumstances so merit as indicated in such written notice (e.g., threat to human safety or the physical integrity of Company's or other Customer's equipment or services or of the premises) the Company may have the facilities or equipment removed or the condition corrected at the Customer's expense. If the Company reasonably determines that any Customer activities, equipment or facilities are unsafe, do not meet the required standards or other specifications set forth in this tariff, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, the Company has

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the right to immediately stop or modify such activities or the operation of such facilities or equipment.

When such conditions pose an immediate threat to the safety of the Company's employees or others, interfere with the performance of the Company's service obligations, or pose an immediate threat to the physical integrity of the roof, the walls or the facilities of the Company, the Company may perform such work and/or take such action that the Company deems necessary without prior notice to the Customer. The Customer is responsible for time and material charges associated with the cost of this work and/or actions.

The Customer is responsible for engineering the power consumption in its collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. The Company will engineer the power feeds to the collocation arrangement in accordance with industry standards based upon requirements provided by the Customer in its collocation application. Any subsequent orders to increase the DC power load at a collocation arrangement must be submitted on a collocation application. The Company reserves the right to perform random inspections to verify the actual power load being drawn by a collocation arrangement. At any time, without written notice, the Company may measure the DC power drawn at an arrangement by monitoring the power distribution point. If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action would be taken.

If the inspection reveals that the power being drawn is greater than 100% and up to 110% of the total number of load amps ordered, the Company will provide the Customer with written notification, by certified US mail to the person designated by the Customer to receive such notice, that more power is being drawn than was ordered. Within five business days of the date of notification, the Customer must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. Failure to reduce the power being drawn or submit a revised application within five business days will result in an increase in the amount of power being billed to 110% of the power ordered in the application on file.

If the inspection reveals that the power being drawn is greater than 110% of the total number of load amps ordered, that arrangement is subject to the following treatment. The Company will provide the Customer with written notification, by certified US mail to the person designated by the Customer to receive such notices, that it has exceeded its ordered power. The Company will assess the miscellaneous collocation power service charge for performing this inspection. The Company will bill the Customer to the full fused capacity for each of the next six bill periods following the inspection. After six months of full fused capacity billing, and upon receipt of an application to revise the power required at that arrangement, the Company will adjust the billing

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to reflect the Customer's revised power requirement. In the event that a revised application is not submitted, billing at full fused capacity will continue until a revised application is received.

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Customer equipment which is not on the Company's list of approved products for central office equipment, must fully comply with NEBS, GR – 63 – CORE, GR – 1089 – CORE, IP – 72201, workmanship requirement profile and the Company's central office, engineering, environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with the Company's services or facilities.

Customer equipment and installation of the Customer's equipment must also comply with IP – 72201. All Customer entrance facilities and splices must comply with GR – 20 – CORE, NX620020912NY, NX620020911NY, NX620020913NY, and NY620020910NY, as they relate to fire, safety, health, environmental safeguards or interference with Company services or facilities. Customer facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP – 74171, NEC, NESC, OSHA, and any governing authority having jurisdiction. The equipment located in, on or above the exterior walls or roof of the Company's building must either be on the Company's list of approved products or comply with GR – 63 – CORE, GR – 1089 – CORE and NIP – 74171. This equipment must also fully comply with IP – 72201, and central office engineering environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Company service or facilities.

Where a difference may exist in the technical specifications, the more stringent shall apply. Customer equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own central office equipment as defined in RNSA – NEB – 95 – 0003, revision 8 or higher. Customer equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNSA – NEB – 95 – 003, revision 8 or higher.

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**9.12 Joint Planning and Implementation**

Collocation schedules will include the costs for normal space conditioning work, along with an estimate for any applicable special construction charges. Work required, or requested, by the Customer after the initial installation will be handled on an ICB basis. The Customer shall have thirty days from receipt of a Company provided collocation schedule to pay an additional 25% of the normal space conditioning costs plus 50% of the estimated amount of any applicable special construction charges in order for the Company to continue work. The Company will calculate costs on a fully allocated time and materials basis, for any agreed special construction work undertaken on behalf of the Customer, and any vendor charges. Occupancy for all spaces will be granted upon completion of the normal space conditioning work.

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Prior to the Customer beginning the installation of its equipment, the Customer must sign the Company work completion notice, indicating acceptance of the multiplexing node construction work and providing the Company with a security fee. Payment is due within thirty days of bill date. The Customer may not install any equipment or facilities in the multiplexing node until after the receipt by the Company of the work completion notice and any applicable security fee.

Occupancy for all spaces will be granted upon completion of the multiplexing node construction work. The Company will begin billing all fees (except for special construction charges) commencing on the occupancy date or thirty days after written notice from the Company.

**9.13 Special Construction**

In the event that demand for collocation nodes necessitates the construction of a separate room, special construction charges will apply to recover the Company's costs for special construction work. When appropriate, special construction charges will be prorated.

The Customer will be responsible for any nonrecurring costs incurred by the Company for special construction. Such costs will be calculated on a time and materials basis.

Special construction charges will be billed to the Customer on a first installment and final bill basis. The Company will bill the Customer for a first installment that equals 50% of the total estimate of the charges. Payment of the first installment is due prior to the commencement of the actual construction. A final bill will be rendered based on the actual costs and charges incurred by the Company. The final bill is to be paid by the Customer within 30 days of the bill date, but no sooner than the Company's completion of the actual construction. The Company will render a final bill to reconcile any special construction charge estimates with the actual charges when those charges become known.

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**9.14 Occupancy**

**A. Reserved**

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**B. DC Power** — Applies for the provision of 48V DC protected power required by the Customer equipment in the multiplexing node. The power rate is assessed per load amp based upon the total number of load amps ordered on each feed.

**C. Service Access Charge (SAC)**

**SAC Cable and Frame Termination** — Applies per termination and is used for the connection of the Company cables and frame terminations.

**D. Cable Placement and Splicing**

Hourly rates apply per Company technician/engineer, for pulling the cable to the splice point. The technician's/engineer's time is multiplied by the appropriate labor rates. Time and materials charges may also apply. When contracted outside labor is provided in association with cable pull and splice work (e.g., police), the Company will bill the Customer for all such labor charges that may be incurred.

**E. Escorting**

NRCs apply when a Customer requests an escorted visit to its collocation space during the construction phase. Time and materials charges may also apply.

**F. Conduit**

Conduit fees may apply to the collocated customer's caged space for the conduit and the conduit space. Charges apply monthly, per foot/per inner duct.

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**G. Miscellaneous Collocation Power Service Charge**

If a Customer orders a change in the power configuration requiring new – 48V DC power feeds to the collocation arrangement, the Company will assess an NRC. In addition, if a Customer's

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order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Company will assess an NRC. The Company will work cooperatively with the Customer to configure the new power distribution cables and disconnect the old ones. The NRC applies for the first half hour (or fraction thereof) and each additional quarter hour (or fraction thereof) per technician, per occurrence. The NRC is the same as that specified for escort.

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## **9.15 Interconnection Between Collocated Spaces**

### **9.15.1 Dedicated Transit Service (DTS)**

Unless otherwise specified herein, general regulations apply in addition to the regulations contained in this Section.

#### **9.15.1.1 Description**

DTS, which allows for interconnection between Customers, provides a dedicated electrical or optical path between collocation arrangements of the same or of two different Customers in the same Company central office location, using Company provided distribution facilities. DTS is available at a DS1 level. The Company will offer DTS as long as such access is technically feasible. DTS is only available when both collocation arrangements are within the same central office location.

The Company shall provide such DTS connections from the Customer's collocation arrangement to another collocation arrangement of the same Customer within the same Company premises, or to a collocation arrangement of another Customer in the same Company premises.

The DTS arrangement requires one Customer to provide cable assignment information for itself as well as for the other Customer. The Company will not make cable assignments for DTS. DTS also allows for one Customer to connect two of its own arrangements in the same Company premises. DTS is provided at the same transmission level from one Customer to the other Customer. DTS is provided on a negotiated interval basis.

#### **9.15.1.2 Responsibility of the Customer**

##### **Ordering, Provisioning, Payment, Maintenance and Disconnection of Service**

The ordering Customer is responsible for all ordering, provisioning, bill payment, disconnect orders and maintenance transactions. The ordering Customer is the customer of record. The ordering Customer must provide a letter of agency from the other Customer that may be involved in the DTS connection.

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**9.15.1.3 Application of Rates and Charges**

**Service Order**—A NRC may apply on a standard or expedited order basis, per DTS service order request, to recover the costs for order placement and issuance provided by the Company. Expedited charges apply when intervals shorter than those negotiated are requested or if the Customer requests that the work be done outside the normal scheduled work hours.

**Service Connection/Circuit Provisioning** — An NRC applies on a standard or expedited order basis, to recover the costs for circuit engineering, circuit wiring and turn-up. Provisioning charges apply per DS1. Expedited NRCs apply when intervals shorter than those negotiated are requested or if the Customer requests that work be done outside of the normal scheduled work hours.

**Monthly Rate** — Each DTS service will have one transmission level applied per connection. The appropriate service access charge(s) and/or the appropriate interconnection access charge(s) will apply.

**9.15.2 Dedicated Cable Support (DCS)**

Unless otherwise specified herein, general regulations apply in addition to the regulations contained in this Section.

**9.15.2.1 Description**

DCS allows a Customer to directly connect facilities from its physical collocation node to the physical collocation node of itself or another Customer via Customer-provided distribution facilities as long as the collocation nodes of both Customers are located in the same serving wire center. The Customer must establish the collocation node and interconnect to the Company. DCS is available to the extent that it is technically feasible and that there is available space within the same serving wire center to accommodate the cable support. The Company will designate locations for placement of the DCS based upon space availability between the Customer nodes. The Company will process on a first-come first-served basis, Customer requests to install cable racking for DCS.

Each Customer's collocated equipment must be used for interconnection with the Company. The Company will provide the cable support dedicated to Customer-use upon request.

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**9.15.2.2 Placement, Removal and Monitoring of Facilities and Equipment**

The connecting transmission facilities of the Customer must not be placed outside the dedicated physical collocation node. DCS may be shared by multiple Customers. The Customer may not use any portion of the common overhead cable rack of the Company to access and place facilities to a DCS. The Customer is responsible for the installation and maintenance of all cables between the collocation arrangement of another Customer when utilizing DCS. The Customer is responsible for contracting directly with a Company-approved vendor.

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When DCS is shared by more than one Customer, the Customer designated as the customer of record must be responsible for the ordering, payment, and compliance with the regulations contained herein. Customers may not use the common overhead cable racking used to interconnect to the Company for direct cabling between Customer's collocation nodes. In the event the Customer vacates the physical collocation space or abandons the DCS, and such space is immediately needed for other purposes, the Customer is responsible for the removal of the DCS and restoration of the space to its original condition, or the Customer shall reimburse the Company for all reasonable costs incurred by the Company.

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DCS may be provided to support VG, DS1, DS3 and fiber optic cables. Fiber jumpers will be permitted, as approved by the Company on a temporary basis, subject to removal within 60 days of installation. Fiber splicing within DCS will be considered on a case-by-case basis subject to approval by the Company.

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**9.15.2.3 Responsibility of the Customer**

**Safety and Technical Standards**

The cable support will be designed to meet Company engineering specifications. All cabling must comply with Company practices and safety requirements for cabling in GR – 409 – CORE and national electric code, as they relate to fire, safety, health and environmental safeguards. The Company is not responsible for any damage or harm to the Customer or other customer’s equipment, facilities, or personnel resulting from DCS related activity. The Customer is responsible for any damage or harm to the Company or Company customer equipment, facilities or personnel resulting from DCS related activity. Prior to beginning any delivery, installation, replacement, or removal work for DCS or cabling between collocation arrangements, the Customer must obtain the Company’s written approval of the Customer’s proposal scheduling the work. Method of procedures will be mutually agreed to and signed by the participating Customers and the Company.

**9.15.2.4 Engineering and Administration Fee** — A NRC may apply to recover costs for expenses associated with the Company engineering time for each request for DCS subsequent to the initial room construction. The Customer requesting the service is responsible for all material and installation costs of the DCS cable support.

**9.15.3 Reserved for Future Use**

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\*Material previously on this page appearing as Section 9.15.3 has been deleted, as it duplicates material already effective in Section 9.16.

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## **9.15.4 Cross Connect Service**

### **9.15.4.1 General/Description**

Cross Connect Service allows a customer to cross-connect (and/or multiplex, pursuant to Section 6, above) Customer-designated facilities on a Company-provided cross-connect frame at the DS1, DS3 (electrical), DS3 (fiber), STS-1, or OC-x transmission level (non-electrical cross-connects, without the customer having collocation space at that Company location).

9.15.4.2 Cross Connect Service is available to the extent that it is technically feasible and that there is available space on the frame, building entrance facilities, electronics, etc. within the same serving wire center to accommodate the desired cross-connect. Special Construction charges may apply as in Section 11, below.

9.15.4.3 Only Company-authorized personnel will be allowed access to, and have the ability to perform maintenance on, Cross Connect service facilities (other than to the extent that they may interconnect with Customer collocation facilities, in which case the standard regulations for customer access to collocations apply.) Escort/Service Technician charges may apply as in Section 7.10, above for extraordinary requests.

9.15.4.4 Cross Connect service will be provided on a negotiated interval between 15 and 60 calendar days, subject to workforce and facilities availability.

9.15.4.5 Monthly recurring and non-recurring charges apply as found in Section 9.17, below.

\*Material previously on this page appearing as Section 9.15.3 has been deleted, as it duplicates material already effective in Section 9.16.

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## 9.16 Shared Collocation Arrangements

### 9.16.1 General

Unless otherwise specified herein, general regulations apply in addition to the regulations contained in this Section. All terms and conditions for physical collocation will also apply. In addition, the following terms and conditions will apply to shared collocation spaces.

### 9.16.2 Description

A Customer with collocation service under this section shall have the right to share its collocation arrangement with one or more additional entities, provided that all such entities are qualified to be collocators under this section 9 (e.g. comply with insurance requirements, are current with all undisputed amounts owed to the Company, etc.) and applicable provisions of law. All such entities must limit their collocation activities to those permitted under the tariff provisions specified herein. For established collocation arrangements, the initial Customer is the Collocator of Record (COR), or the host collocator. The other collocator participating in the subleasing arrangement is referred to as the guest. The COR and guest must each be collocating for the purpose of interconnecting to Company services. When two or more collocators request establishment of a new collocation arrangement to be used as a shared space, one of the participating Customers must agree to be the COR and the other to be the guest. The COR is the Company's customer, and has all of the rights and obligations applicable under this tariff to Customers purchasing collocated arrangements, including, without limitation, the obligation to pay all applicable charges, whether or not the COR is reimbursed for all or any portion of such charges by the guest. Neither this tariff, nor any actions taken by the Company or COR in compliance with this tariff, shall create a contractual, agency, or any other type of relationship between the Company and the guest collocator in a subleasing arrangement; and the Company does not assume any liability or obligation to the guest for any actions of the COR. A guest must be a Customer. The involved collocators are solely responsible for determining whether to share a space, and if so, upon what terms and conditions.

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The COR must notify the Company in writing of its intention to share its multiplexing node space. All occupancy and specific collocation arrangement communications will be between the COR and the Company as specified in this tariff.

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The guest must comply with the same Company rules and regulations and municipal/zoning regulations as are applicable to the COR. The COR assumes the responsibility for the guest's conduct and any violation of all tariff regulations and other requirements related to a shared collocation arrangement and will be liable for any damage or injury to the Company caused by the conduct of the guest, to the same extent as the COR would be liable if it had engaged in such conduct itself. The COR will also indemnify the Company against any third party claims resulting from the guest's conduct, to the same extent as it would be responsible for such indemnification if it had engaged in such conduct itself. Connecting facility assignment (CFA) functions are the responsibility of the COR. The COR will remain responsible for all costs associated with the space (e.g., construction or installation of Company-owned equipment).

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**9.17 Rates and Charges**

**9.17.1 Collocation Space**

	One-Year Term		Three-Year Term	
	Monthly Recurring	Set-Up Fee (NRC)	Monthly Recurring	Set-Up Fee
Collocation Half rack	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
Collocation Full rack	\$ 750.00	\$ 1,000.00	\$ 750.00	\$ 1,000.00
Additional Shelf	ICB	ICB	ICB	ICB
Dedicated Room	ICB	ICB	ICB	ICB

**9.17.2 Reserved for future Use**

**9.17.3 Reserved for Future Use**

**9.17.4 Cross Connect Service**

Transmission Level	Monthly Recurring	Set-Up Fee (NRC)
-DS1	\$150.00	\$150.00
-DS3	\$1,500.00	\$1,500.00
-STS-1	ICB	ICB
-Optical Carrier (OC-x)	ICB	ICB

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**SECTION 10 - SWITCHED ACCESS SERVICES**

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**10.1 Switched IntraLATA and InterLATA Access**

The Company's switched IntraLATA and InterLATA toll access service is available to wholesale customers (e.g., carriers, Customers, ILECs, and others) for their use in furnishing their services to end users, including toll calls to and from different Company locations, among them end office (including end users), tandem, and the locations of other carriers. Total rates for these calls include local switching (and for the termination of calls at a Company Intercept operator or recording), transport, facilities, and tandem switching if the call passes through a Company tandem switch or a switch the functions as a Tandem switch. Should a carrier's end user customers avail themselves of RNK's InterLATA or IntraLATA toll access services, the carrier serving those end-user customers will be deemed to have consented to purchase the service and be held responsible for payment of respective rates contained below for use of those services.

Time Periods: No time periods (e.g., peak/off peak) apply for network services (e.g., Intrastate Toll and IntraLATA Switched Access).

**10.2 Switched Access Elements—Descriptions**

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10.2.1 Local Switching

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<u>Service Category</u> (Per Access Minutes of Use)	<u>Rate \$</u>
Originating	.009200
Terminating	.022500

800/888/900 Access (Per Access Minute)

Originating	.003000
Terminating	.003300

10.2.2 Local Transport

Local transport provides the transmission facilities between the Company's customer or end user premises or collocated interconnection location and the Company's end-office switch(es) where the a Customer's or end-user's traffic is switched to originate or terminate a Customer's or end user's communications.

Local transport is comprised of a Local Transport Termination rate and a Local Transport Facility rate. Both the Local Transport Termination and Local Transport Facility rates are billed on a per-access-minute basis.

10.2.2.1 Local Transport Termination

<u>Service Category</u> (Per Access Minutes of Use)	<u>Rate (\$)</u>
Originating	.00620
Terminating	.00825

800/888/900 Access (Per Access Minute)

Originating	.00510
Terminating	.00510

10.2.2.2 Local Transport Facilities

<u>Service Category</u> (Per Access Minute)	<u>Rate (\$)</u>
Originating	.00600
Terminating	.00825

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800/888/900 Access (Per Access Minute)

Originating	.000360
Terminating	.000360

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10.2.3 Tandem Switching

<u>Service Category</u>	<u>Rate (\$)</u>
Originating	.00040
Terminating	.00050

800/888/900 Access (Per Access Minute)

Originating	.000600
Terminating	.000600

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10.2.4 Combined Rate: Intra and InterLATA access rates will be billed at the combined element rate (in lieu of the separate elements contained in 10.2.1 through 10.2.3), inclusive, unless a carrier requests and shows to RNK Telecom’s satisfaction that separate elements below should not be contained within the billing for services.

Combined Rate: \$0.039 Originating and Terminating (per access minute per direction)

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**10.3 800/888/877 (“800”) Database Access Service**

This is an originating only trunk side service. When a 800/888/877 + NXX + XXXX call is originated by an end user, RNK will perform customer identification based on screening of the full 10-digits of the 800 number to determine the location to which the call is to be routed.

Switched Access rates and charges apply to 800 Database Access service calls originated from RNK end offices. In addition to Switched Access usage charges, a basic query charge applies to each 800 Database Access service call delivered to the customer. A basic query charge consists of customer identification, i.e., Carrier Identification Code (“CIC”), delivery of the 10-digit number, ANI, and the allowable area of service, designated by the customer, from which 800 calls can be received.

10.3.1 800/888 Database Query Charge

The basis query charge is assessed the customer based on the query of the 800/888 + NXX+XXXX number dialed and /or delivered to the customer in conjunction with 800/888 Database Access Service. 800/888+NXX+XXXX calls delivered to the customer are based on information derived via queries to the 800/888 Database.

10.3.2 800/888 Database Access Service

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Customer Identification Charge	Per Query	.0100

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**SECTION 11 - SPECIAL CONSTRUCTION**11.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

11.2 Basis for Cost Computation

The costs referred to in section 11.1 may include one or more of the following items to the extent that they are applicable:

- (A) Installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. 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) Cost of maintenance;
  - (1) 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;
  - (2) Administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items;
- (E) License preparation, processing, and related fees;
- (F) Tariff preparation, processing, and related fees;  
Charges when billed directly by another carrier, whether or not the Company is acting as agent, allowing Company to pass through these charges to the customer.
- (H) Any other identifiable costs related to the facilities provided; or
- (I) An amount for return and contingencies.

11.3 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.

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11.3.1 The termination liability period is the estimated service life of the facilities provided.

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11.3.2 Unless otherwise stated in this tariff, the amount of the maximum termination liability is equal to the estimated amounts for:

- (1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. 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) license preparation, processing, and related fees;
- (3) tariff preparation, processing, and related fees;
- (4) cost of removal and restoration, where appropriate; and
- (5) any other identifiable costs related to the specially constructed or rearranged facilities.

11.3.3 The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in section 11.3.2 by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 11.3.2 preceding shall be adjusted to reflect the predetermined estimate net salvage, including any reuse adjustment to reflect applicable taxes.

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**SECTION 12 - WIRELESS TERMINATION SERVICE**

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**12.1 Service Description**

Wireless Termination Service provides for the reciprocal transport and termination of indirect traffic exchange between Commercial Mobile Radio Service (CMRS) providers (“Carrier”) and the Company. Such traffic includes that traffic which is delivered indirectly via a third party switch (“Indirect Traffic”), but not resold or wholesale service traffic carried by IXCs (for which the IXCs are responsible for transporting and terminating traffic and associated costs/intercarrier compensation – e.g., interMTA for Carrier, and interstate and intraLATA toll for Company). Upon notice from the Company that a Carrier is using Company’s Wireless Termination Services, which shall come in the form of an invoice from Company for such traffic, upon payment of such invoice, Carrier shall have consented to the terms contained below, and accordingly, shall be responsible for all rates for services provided, and be eligible to bill Company under the same terms and rates.

**12.2 General Regulations**

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

12.2.2 Wireless Termination Service is limited to tandem-routed wireless-to-wireline and tandem-routed wireline-to-wireless traffic that originates or terminates within a Company exchange.

12.2.3 The terms of this Section shall be superseded by an interconnection agreement with a CMRS provider, upon execution of such agreement until termination of such agreement, unless this tariff section is incorporated by express reference in the agreement.

12.2.4 For purposes of this tariff, only intrastate traffic within the IntraMTA region shall be subject to the terms herein.

12.2.5 All rates, regulations, and references to “interstate” or “InterMTA” in this section that fall outside the jurisdiction of the Mass. DTE are provided for informational purposes only.

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**SECTION 12 - WIRELESS TERMINATION SERVICE (cont'd)**

## 12.3 Definitions of Terms as Used in this Section

12.3.1 "Commercial Mobile Radio Service" ("CMRS") is as defined at 47 C.F.R § 20.3.

12.3.2 "Direct Traffic" is telecommunications traffic originated by a CMRS provider and terminated to the network of the Company (or vice-versa) where both networks are physically interconnected in a mutually agreed upon and technically feasible manner.

12.3.3 "Indirect traffic" is telecommunications traffic originated by a CMRS provider and terminated to the network of the Company (or vice-versa) 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 which in turn delivers the traffic to the Company network (or vice-versa).

12.3.4 IntraMTA Traffic: is telecommunications traffic, which originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 C.F.R. § 24.202(a). For purposes of determining whether traffic originates and terminates within the same MTA, the location of the End Office and associated NPA-NXX serving the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used.

12.3.5 InterMTA Traffic: All traffic that is not IntraMTA Traffic is InterMTA Telecommunications Traffic.

12.3.6 "Major Trading Area" or "MTA" means the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39. (47 C.F.R. § 24.202(a)).

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**SECTION 12 - WIRELESS TERMINATION SERVICE (cont'd)**

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12.4 Reciprocal Compensation

12.4.1 The Company and the CMRS provider will each pay Termination charges for traffic originated on their network and terminated to the other party's network reciprocally. The Company and the CMRS provider are each responsible for the recording and billing traffic terminated to their respective networks.

12.4.2 The rates for Termination of IntraMTA Traffic terminating in the Commonwealth of Massachusetts are shown in the Rates section below. The rates and rate elements applicable to InterMTA Traffic are the respective Parties' interstate Switched Access rates

12.4.3 The CMRS's IntraMTA Traffic shall be determined by multiplying the CMRS total minutes of use and multiplying it by the rate in Section 12.6, below.

12.4.4 Each provider (i.e., the Company and CMRS provider) will be responsible for the accuracy and quality of its data as submitted to the other. Upon reasonable written notice, either provider or its authorized representative shall have the right to conduct a review and verification of the other provider to give assurances of compliance with the provisions of this section. This includes on-site verification reviews at the other 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 one provider and terminated to the other provider. Both providers will provide the other provider with reasonable access to such information as is necessary to determine amounts payable under this section.

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**SECTION 12 - WIRELESS TERMINATION SERVICE (cont'd)**

12.4.5 In the event that either the Company or CMRS provider is unable to accurately record actual minute of traffic use, the party without the ability to make such recordings will rely upon the traffic reports of the other provider, assuming that provider can accurately record actual minutes of traffic use.

12.4.5.1 Should one party rely on the records of the other party, the provider accurately recording actual traffic shall provide the other provider with such reasonable records and reports as such other party requires to create accurate bills, as determined by the parties. Such traffic reports will be made available upon reasonable request.

12.4.5.2 Such provider receiving actual traffic recordings and reports will have the ability, on thirty (30) days notice, to audit provider rendering such actual traffic recordings once a year, at the expense of the provider receiving the actual records. If an initial audit indicates significant errors, reasonably related costs for such audit shall be paid by the provider rendering such actual traffic recordings and reports, and the receiving provider shall retain further audit authority, to be paid for by the provider rendering such traffic reports, until such significant errors are corrected.

12.4.6 The Company may, upon request of the CMRS provider, permit any amounts due under this Section to be off-set against any amounts due to the CMRS provider under this Section.

12.5 Direct Interconnection Service

Direct Interconnection Service between a CMRS provider and the Company will be provided on an individual case basis (ICB).

12.6 Rates and Charges:

Both the Company and the CMRS provider shall be compensated according to the following schedule:

Category	Rate
<b><u>IntraMTA Terminations (Per Minute of Use)</u></b>	<b>\$0.008</b>

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**SECTION 13 – PROMOTIONAL AND OTHER SPECIAL PROGRAMS**

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**13.1 Special Programs and Offerings--General**

**13.1.1 Sponsor Programs**

(M)

From time to time, the Company may enter into Sponsor Programs with third parties for the joint marketing and production of cards and services. The Sponsor may offer the Company’s services to end users at reduced rates or at no charge as a promotional offering, either alone or as part of a combined package with other goods and services. Intrastate Sponsor Programs are offered only in conjunction with interstate Sponsor Programs.

**13.1.2 Special Promotional Offerings**

The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times, or locations designed to attract new subscribers or increase subscriber usage, subject to Department approval (e.g., such offering not to exceed 1 year in duration).

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\*Material on this page was formerly designated Section 6.9.

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**SECTION 14 - LOCAL EXCHANGE CARRIER TERMINATION SERVICE****14.1 Service Description**

Local Exchange Carrier Termination Service (“LECTS”) provides for the reciprocal transport and termination of Local Traffic (as defined in 14.3.4, below) between other authorized Local Exchange Carriers (“Carrier”) and the Company. Such traffic includes such Local Traffic which is delivered indirectly via a third party switch (“Indirect Traffic”) and/or local traffic directly transported from Carrier to Company (“Direct Traffic”) but not traffic carried by IXC’s (for which the IXC’s are responsible for transporting and terminating traffic and associated switched access charges (i.e., interstate, intrastate, and intraLATA toll.)

Upon notice from the Company that a Carrier is using LECTS, which shall come in the form of an invoice from Company for such traffic, Carrier shall have consented to the terms contained below, and accordingly, shall be responsible for all rates for services provided.

**14.2 Definitions of Terms as Used in this Section**

14.2.1 “Local Exchange Carrier” or (“LEC”): as defined at 47 U.S.C. § 153 (26).

14.2.2 “Direct Interconnection”: an interconnection method whereby a LEC and the Company physically interconnect their networks in a mutually agreed upon and technically feasible manner.

14.2.3 “Indirect Traffic”: telecommunications traffic originated by a LEC and terminated to the network of the Company (or vice-versa) without the direct interconnection of the LEC’s and the Company’s networks and where the LEC is physically connected with and delivers traffic to a third party which in turn delivers the traffic to the Company network (or vice-versa).

14.2.4 “Local Traffic”: telecommunications traffic, information access traffic, or any other switched traffic transmitted via telecommunications that bear an originating NPA-NXX associated with an exchange or rate center and a terminating NPA-NXX associated with an exchange or rate center within the Local Calling Area for the originating exchange or rate center.

14.2.5 “Local Calling Area”: For a particular exchange, the Local Calling Area for a given exchange are the “home and contiguous exchanges” relative to that exchange, as defined by the Department in DTE Docket 89-300.

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**14.3 General Regulations**

- 14.3.1 This service is provided only to Local Exchange Carriers authorized to provide service by the Department.
- 14.3.2 Intrastate IntraLATA and Intrastate InterLATA Switched Access Services (e.g., origination and termination of non-local traffic) are provided pursuant to Section 10 of this Tariff.
- 14.3.3 Under LECTS, the Carrier compensates the Company for Carrier-originated Local Traffic that terminates on the Company's network. Conversely, the Company compensates the Carrier for Company-originated Local Traffic that terminates on the Carrier's network.
- 14.3.4 The terms of this Section shall be superseded prospectively by an effective interconnection agreement between Company and Carrier, except for any portions of this tariff section expressly incorporated or referenced by the agreement.
- 14.3.5 For purposes of this tariff, only intrastate traffic shall be subject to the terms herein.

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**14.4 Reciprocal Compensation**

- 14.4.1 The Company and the Carrier will each pay Termination charges for traffic originated on their network and terminated to the other party's network reciprocally. The Company and the Carrier are each responsible for the recording and billing traffic terminated to their respective networks.
- 14.4.2 The rates for Termination of Local Traffic terminating in the Commonwealth of Massachusetts are shown in the Rates section below.
- 14.4.3 The Carrier's Local Traffic Termination charges shall be determined by multiplying the total minutes of use by the rate in Section 14.7, below.
- 14.4.4 The number of Local Traffic Calls shall be multiplied by the per-call rate in Section 14.7, below, to determine the total Local Traffic Termination Per-Call charge.
- 14.4.5 Each provider (i.e., the Company and Carrier) will be responsible for the accuracy and quality of its data as submitted to the other. Either provider may audit, review, and/or verify billed amounts, traffic measurements, and other billing information that is used to determine the bills rendered to it once in a twelve (12) month period, subject to Section 14.5, below.

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14.4 Reciprocal Compensation (cont'd)

14.4.6 In the event that either the Company or Carrier is unable to accurately record actual minutes of traffic use, the party unable to make such recordings will rely upon the traffic reports of the other provider, assuming the other provider can accurately record actual minutes of traffic use.

14.4.6.1 Should one party rely on the records of the other party, the provider accurately recording actual traffic shall provide the other provider with such reasonable records and reports as such other party requires to create accurate bills, as determined by the parties. Such traffic reports will be made available upon reasonable request.

14.4.6.2 Such provider receiving actual traffic recordings and reports will have the ability, also in accordance with Section 14.5, below, to audit the information provided to it to render bills once in a twelve (12) month period. Notwithstanding anything in Section 14.5 to the contrary, such an audit shall be at the expense of the provider receiving the actual records. If an initial audit indicates significant errors, reasonably related costs for such audit shall be paid by the provider rendering such actual traffic recordings and reports, and the receiving provider shall retain further audit authority, to be paid for by the provider rendering such traffic reports, until such significant errors are corrected.

14.4.7 The Company may, upon the Carrier's request, permit any amounts due under this Section to be offset against any amounts due to the Carrier under this Section.

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14.5 Audits and Verifications

- 14.5.1 As used herein “Audit” shall mean a comprehensive review of services performed pursuant to Sections 14.4.5 and 14.4.6.
- 14.5.2 Upon sixty (60) days written notice by the Requesting Party to the other Party (“Audited Party”), Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes that contain information bearing upon the provision of the services provided and performance standards agreed to under this Section. Within the above-described 60-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The exchange of documents shall be subject to a non-disclosure agreement in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the Requesting Party. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party’s facilities (e.g., conference rooms, telephones, copying machines).
- 14.5.3 The Requesting Party shall bear all expenses in connection with the conduct of the Audit, including the reasonable cost of special data extraction required by the Requesting Party. For purposes of this Section 14.5.3, a “special data extraction” shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business.
- 14.5.4 Any agreed-upon corrective action shall commence within thirty (30) days from Requesting Party’s receipt of the final audit report to compensate on a going forward basis for any errors or omissions that are disclosed by such Audit, and are agreed to by the Parties. In the event of a disagreement by the Parties regarding any errors or omissions disclosed by the Audit, and the need for corrective action, then the Company and Carrier will avail themselves of the Dispute Resolution procedures in this Tariff..
- 14.5.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Tariff.

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14.6 Direct Interconnection

14.6.1 Direct Interconnection will be provided by the Company to a requesting LEC, only following the negotiation and execution (and, if necessary, regulatory approval) of an interconnection agreement.

14.6.2 The facility rates for Direct Interconnection Service between a LEC and the Company will be provided at rates, terms, and conditions provided for in the interconnection agreement between the LEC and Company.

14.7 Rates and Charges:

14.7.1 Both the Company and Carrier shall be compensated according to the following schedule:

<u>Category</u>	<u>Rate</u>
Reciprocal Compensation Traffic Termination (Per Call)	\$0.001
Reciprocal Compensation Traffic Termination (Per Minute of Use)	\$0.002075

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