
LOCAL SERVICES TARIFF

This CBTS Technology Solutions LLC, Massachusetts D.T.C. Tariff No. 5, cancels and replaces in its entirety Cincinnati Bell Any Distance Inc., Massachusetts D.T.C. Tariff No. 3 currently on file with the Massachusetts Department of Telecommunications & Cable.

CBTS Technology Solutions LLC

MASSACHUSETTS LOCAL EXCHANGE SERVICES

TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of services for Local Exchange telecommunications services within the State of Massachusetts by CBTS Technology Solutions LLC This tariff is on file with the Massachusetts Department of Telecommunications & Cable and is applicable to the resale of local services to non-residential/commercial customers.

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LOCAL SERVICES TARIFF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original	*	27	Original	*		
2	Original	*	28	Original	*		
3	Original	*	29	Original	*		
4	Original	*	30	Original	*		
5	Original	*	31	Original	*		
6	Original	*	32	Original	*		
7	Original	*	33	Original	*		
8	Original	*	34	Original	*		
9	Original	*	35	Original	*		
10	Original	*	36	Original	*		
11	Original	*	37	Original	*		
12	Original	*	38	Original	*		
13	Original	*	39	Original	*		
14	Original	*	40	Original	*		
15	Original	*	41	Original	*		
16	Original	*	42	Original	*		
17	Original	*	43	Original	*		
18	Original	*	44	Original	*		
19	Original	*	45	Original	*		
20	Original	*	46	Original	*		
21	Original	*	47	Original	*		
22	Original	*	48	Original	*		
23	Original	*	49	Original	*		
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LOCAL SERVICES TARIFF

TABLE OF CONTENTS

	<u>Page</u>
TITLE PAGE	1
CHECK SHEET	2
TABLE OF CONTENTS	3
INDEX	4
EXPLANATION OF SYMBOLS	6
SECTION 1 - Application of Tariff and Definitions	7
SECTION 2 - Regulations	13
SECTION 3 - Directory Listings	36
SECTION 4 - Directory Assistance Service	40
SECTION 5 - Operator Assistance Service	42
SECTION 6 - Business Exchange Service	43
SECTION 7 - PRI Service	46
SECTION 8 - Exchange Areas	51
SECTION 9 - Promotions	52

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MA11701

LOCAL SERVICES TARIFF

INDEX

<u>Subject</u>	<u>Page</u>
811 Service.....	34
911 Service.....	34
Additional (Directory) Listings.....	38
Availability.....	12
Availability of Facilities	14
Business Access Lines	43
Business Local Service Bundle	44
Connections of Customer-Provided Terminal Equipment and Communications Systems.....	17
Defacement of Premises	15
Denial of Service.....	22
Deposits	20
Directories.....	28
Directory Assistance (DA) Service	41
Disconnection of Service	22
Disputes.....	23
Establishment and Furnishing of Service.....	20
Identity of Customer-Announcement Facilities.....	26
Individual Case Basis (ICB) Arrangements	25
Insufficient Fund Checks	22
Late Payment Fee	22
Liability Limitations	44

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LOCAL SERVICES TARIFF

INDEX

<u>Subject</u>	<u>Page</u>
Local Directory Assistance Service.....	41
Maintenance and Repairs.....	24
Non-Published Service.....	38
Obligation and Liability of Company.....	14
Operator Verification/Interruption Service	42
Overtime	25
Ownership and Use of Service and Equipment.....	16
Payment for Service	21
Service Irregularities and Interruptions	14
Taxes and Fees	27
Transmitting Messages	15
Use of Connecting Company Lines.....	15
Use of Service and Facilities	15
Variable Term Payment Plan	29

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MA11701

LOCAL SERVICES TARIFF

EXPLANATION OF SYMBOLS USED IN THIS TARIFF

The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed regulation.
- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (S) - To signify a correction or reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS**1.1 APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by CBTS Technology Solutions LLC to non-residential/commercial customers within the State of Massachusetts. Local exchange services will be provided in the service areas of the facilities-based Carriers with whom a resale agreement exists between such Carrier and CBTS Technology Solutions LLC. The services in this tariff are provided on a resale basis to nonresidential/commercial customers.

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LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)**1.2 DEFINITIONS**

Certain terms used generally throughout this tariff are defined as follows.

1.2.1 Carrier

Refers to the underlying provider whose facilities the Company uses to furnish service.

1.2.2 Central Office

A switching unit in a telecommunications system providing service to the general public, that has the necessary equipment and operating arrangements for terminating and interconnecting lines and trunks.

1.2.3 Central Office Line

A circuit used within a central office to connect to an individual line or any type of trunk.

1.2.4 Company

CBTS Technology Solutions LLC which is the issuer of this tariff. Also refers to the underlying provider whose facilities the Company uses to furnish service.

1.2.5 Communication-Impaired Person

For purposes of this tariff, the definition of impaired refers to persons with communication impairments, including hearing impaired, deaf, deaf/blind, or speech impaired persons whose impairment prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf or text telephone (TDD/TTY).

1.2.6 Commission

The Massachusetts Department of Telecommunications & Cable (DTC).

1.2.7 Contract

The agreement between a customer and the Company under which facilities for the customer's use are furnished, in accordance with the provisions of this tariff.

1.2.8 Customer

The person, firm, corporation or other entity that orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)

1.2 DEFINITIONS, (CONT'D.)

1.2.9 Demarcation Point (Network Interface)

The point of demarcation and/or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a customer's premises. Company-installed facilities at or constituting the demarcation point will consist of wire or a jack conforming to Subpart F of Part 68 of the FCC's rules. "Premises" as used in this section generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by the Company's reasonable and nondiscriminatory standard operating practices. The "minimum point of entry" as used in this section will be either (1) the closest practicable point to where the wiring crosses a property line or (2) the closest practicable point to where the wiring enters a multiunit building or buildings.

The Company's reasonable and nondiscriminatory standard operating practices will determine which of (1) or (2) will apply. The Company is not precluded from establishing reasonable classifications of multiunit premises for purposes of determining which of (1) or (2) above will apply. Multiunit premises include, but are not limited to, commercial, shopping center and campus situations.

a. Single Unit Installations

For single unit installations existing as of December 27, 1991, and installations installed after that date, the demarcation point will be a point within twelve inches of the protector or, where there is no protector, within twelve inches of where the telephone wire enters the customer's premises.

b. Multiunit Installations

1. In multiunit premises existing as of December 27, 1991, the demarcation point will be determined in accordance with the Company's reasonable and nondiscriminatory standard operating practices; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.
2. In multiunit premises in which wiring is installed after December 27, 1991, including additions, modifications and rearrangements of wiring existing prior to that date, the multiunit premises owner will determine the location of the demarcation point or points. The multiunit premises owner will determine whether there will be a single demarcation point location for all customers or separate locations for each customer; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

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LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)**1.2 DEFINITIONS, (CONT'D.)****1.2.10 Direct Inward Dialing (DID)**

A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

1.2.11 Directory Listing

The publication in the alphabetical directory of information pertaining to a customer's telephone number.

1.2.12 Exchange

A unit established for the administration of telecommunications service in a specified area, which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing telecommunications service within that area.

1.2.13 Individual Case Basis (ICB)

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer's situation

1.2.14 Initial Service Period

The minimum length of time a customer is obligated to pay for service whether or not the customer retains the service for the minimum length of time. Unless stated otherwise in this tariff, the minimum period is 30 days.

1.2.15 Local Calling

A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

1.2.16 Local Exchange Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall be the same as the local calling areas of the facilities-based Carriers with whom a resale agreement exists between such Carrier and the Company.

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)**1.2 DEFINITIONS, (CONT'D.)****1.2.17 Network Interface Device (NID)**

A jack conforming to Sub-part F of Part 68 of the FCC's rules provided by the Company as part of the LEC network. It will be located on the customer's premises and is considered to be the termination of the LEC network if installed by the Company. (See Demarcation Point)

1.2.18 Non-Recurring Charges

The one-time initial charges for service or facilities, including but not limited to charges for construction, installation, or special fees.

1.2.19 Private Branch Exchange (PBX)

An arrangement of equipment consisting of switchboards, dial switching equipment, wiring, telephone station apparatus, or a combination thereof. It provides for the interconnection of service lines associated with switching equipment located on a premises or extended to another premises relating to the same customer.

1.2.20 Recurring Charges

The monthly charges to the customer for services, facilities and equipment, which continue on the agreed upon duration of the service.

1.2.21 Resale of Services

Resale of services is available only to carriers which are certified by the Commission to provide intrastate local exchange services.

1.2.22 Service Commencement Date

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use. This will be no later than five days following the request, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the service order or this tariff, in which case the Service Commencement Date is the date of the customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

1.2.23 Termination Charge

A charge applied to a customer when service is terminated before the expiration of the initial service period, or a charge applied where a basic termination charge is specified.

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)**1.3 AVAILABILITY**

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 to furnish service from time to time as required at the sole discretion of the Company.

The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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SECTION 2 - REGULATIONS**2.1 GENERAL**

2.1.1 The regulations in Section 2 apply to all services contained within this tariff unless otherwise noted.

2.1.2 Revisions to this tariff which affect neither the service to subscribers (customers) nor the rate, classification, or charge to subscribers (customers) are authorized without further Order of the Commission. These revisions will be made in accordance with the Order granting such authority.

Such revisions include:

- a. Additions, deletions, corrections or rearrangements of items listed under Table of Contents, Index, Explanation of Symbols, and Explanation of Abbreviations;
- b. Rearrangements or corrections in paragraph references, headings, or numerical designations; and
- c. Changes to reflect revisions in names of other companies and in the names of exchanges of other companies approved by this Commission in connection with applications filed by other telephone companies.

Each revision will be effective on the date to be shown on the revised tariff sheets covering the changes, the effective date to be one day after the date of filing copies of the revised sheets with the Commission.

2.1.3 A move to a different continuous property is charged for as new installation of service. A new initial period applies at the new location and a termination charge applies at the old location, except as provided for elsewhere in this tariff, if the move occurs prior to the expiration of the initial service period.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.2 OBLIGATION AND LIABILITY OF COMPANY****2.2.1 Liability Limitations**

Approval of language contained in this tariff by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of any exculpatory clauses.

2.2.2 Availability of Facilities

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain without unreasonable expense suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

2.2.3 Service Irregularities and Interruptions

In the event of an interruption to service which is not due to the negligence or willful act of the customer, there will be allowed a prorata adjustment of the monthly charges involved, for the service and facilities rendered useless and inoperative by reason of the interruption, during the time said interruption continues in excess of twenty-four hours from the time it is reported to the Telephone Company or detected by the Company. For the purpose of administering this regulation, every month is considered to have thirty days.

For the purpose of applying this provisions, the word "interruption" shall mean the inability to complete calls; incoming, outgoing, or both. "Interruption" does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits, or other network and/or switching capacity shortages. Nor shall the credit allowance apply where service is interrupted by the negligence or willful act of the customer or the failure of facilities provided by the customer, or unlawful or improper use of the facilities or service.

No credit allowance will be made for interruptions due to electric power failure, where by the provisions of this tariff, the customer is responsible for providing electric power.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, will in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, omission, interruption, delay or error, or defect in transmission occurs.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.2 OBLIGATION AND LIABILITY OF COMPANY, (CONT'D.)****2.2.3 Service Irregularities and Interruptions, (Cont'd.)**

The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company; and against any and all losses from damage to the customer's facilities or equipment attached or connected to facilities furnished by the Company.

2.2.4 Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities for communications between its customers.

2.2.5 Use of Connecting Company Lines

When the lines of other companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

2.2.6. Defacement of Premises

The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence.

When the customer is a tenant and requests an installation that could, in the opinion of the Company, result in damage to the property of the owner, the customer must obtain, prior to installation, a written release from the owner or his authorized agent absolving the Company of liability.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.3 USE OF SERVICE AND FACILITIES****2.3.1 Ownership and Use of Service and Equipment****A. General**

Equipment and lines furnished by the Company on the premises of a customer are the property of the Company, whose agents and employees have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the equipment and lines, or upon termination of the service, for the purpose of removing the equipment or lines.

Equipment furnished by the Company must, upon termination of service for any cause whatsoever, be returned to it in good condition, except for reasonable wear and tear.

Customer-provided equipment or protective circuitry may be connected to the telecommunications network in accordance with provisions of the Federal Communications Commission's registration program, as are now in effect or may become effective.

B. Resale

All services in this tariff are available for resale by Commission certified Competitive Local Exchange Carriers (CLECs) on a non-discriminatory basis at the rates and charges shown in this tariff, unless otherwise noted in this tariff.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.3 USE OF SERVICE AND FACILITIES, (CONT'D.)****2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems****A. General Provisions****1. General**

Customer-provided terminal equipment and communications systems may be connected at the customer's premises to telecommunications services furnished by the Company, where the connections are made in accordance with the provisions of Part 68 of the Federal Communications Commission's (FCC's) Rules and Regulations, and any Company tariffs.

2. Responsibility of the Customer

The customer is responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No customer-provided terminal equipment or communications systems or combinations thereof may require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party. Upon notice from the Company that customer-provided terminal equipment or communications system is causing such a hazard, damage, malfunction or degradation of service, the customer must make whatever changes are necessary to remove or prevent the hazard, damage, malfunction or degradation of service.

The customer is responsible for the payment of a Maintenance of Service Charge as provided in Section 2, Paragraph 6 of this tariff for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment or communications system.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.3 USE OF SERVICE AND FACILITIES, (CONT'D.)****2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems, (Cont'd.)****A. General Provisions, (Cont'd.)****3. Responsibility of the Company**

Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company is limited to furnishing service components suitable for telecommunications services and to the maintenance and operation of service components in a proper manner for those services. Subject to this responsibility, the Company is not responsible for (1) the through-transmission of signals generated by the customer-provided terminal equipment or communications systems, or for the quality of, or defects in this transmission; or (2) the reception of signals by customer-provided terminal equipment or communications systems; or (3) address signaling, where this signaling is performed by customer-provided signaling equipment.

At the customer's request, the Company will provide the interface parameters needed to permit customer-provided terminal equipment to operate properly with the Company's telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where these changes are consistent with Part 68 of the FCC's Rules and Regulations. If changes made by the Company can be reasonably expected to render any customer's communications system or terminal equipment incompatible with telecommunications services, or require modification or alteration of the customer-provided communications systems or terminal equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice of the changes in writing, to allow the customer an opportunity to maintain uninterrupted service.

4. Recording of Two-Way Telephone Conversations

The recording of two-way telephone conversations is governed by state and federal laws and regulations.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.3 USE OF SERVICE AND FACILITIES, (CONT'D.)****2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems, (Cont'd.)****A. General Provisions, (Cont'd.)****5. Violation of Regulations**

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this Section 2, part C.2, the Company will take whatever immediate action is necessary for the protection of the telecommunications network and Company employees, and will promptly notify the customer of the violation.

The customer must discontinue use of the terminal equipment or communications system or correct the violation and must confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above will result in suspension of the customer's service until the customer complies with the provisions of this tariff.

B. Connections of Registered Equipment

The term "Registered Equipment" denotes equipment which complies with and has been approved within the registration provisions of FCC Part 68.

Customer-provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected to the telecommunications network at the customer premises, subject to FCC Part 68.

C. Premises Wiring Associated With Registered Communications Systems

Premises wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface or demarcation point not within an equipment housing. All premises wiring, whether fully protected or unprotected, must be installed in compliance with FCC Part 68.

Customers who intend to connect premises wiring other than fully protected to the telephone network must give advance notice to the Company in accordance with the procedures specified in FCC Part 68 or as otherwise authorized by the FCC.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE****2.4.1 Application for Service**

The Company may refuse an application for service if objection is made by or on behalf of any governmental authority to furnishing the service.

An application for service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired under it may be assigned or transferred in any manner except as specifically provided for in this tariff. Requests for additional service, when established, become a part of the original contract, except that each item of additional service is furnished subject to payment of applicable charges.

If an applicant has an outstanding account with the Company, the Company reserves the right to reject application for service until the amount due for local services included in this tariff has been paid in full.

A contract for service may be transferred to another individual, partnership, association, or corporation. No billing adjustment for local exchange service previously furnished will be made and the new customer must assume all outstanding indebtedness of the original customer. No charge applies to service transferred in accordance with these provisions.

2.4.2 Deposits

Applicants or customers whose financial condition is not acceptable to the Company or is not a matter of general knowledge, may be required to make, at any time, a cash deposit up to an amount equaling two times (2x) one (1) month's actual or estimated charges for the purpose of guaranteeing final payment for service, in accordance with the rules of the Commission. Interest on cash deposits will be payable per the deposit rules and regulations prescribed by the Commission for the period during which the deposit is held. Such deposit will be calculated in conformance with 220 CMR 26.09 and will be refunded or credited to the customer upon termination or after one year of prompt payment for service.

2.4.3 Telephone Numbers

The customer has no property right in the telephone number which is assigned by the Company, or any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a customer whenever it deems it necessary to do so in the conduct of its business.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****2.4.4 Payment for Service**

- A. The customer is responsible for payment; monthly, or on demand, of all charges for facilities and services furnished the customer, including charges for services originated, or charges accepted, at such facilities. Charges are payable at the Telephone Company's Business offices or at any agency authorized to receive such payments.
- B. Bills are rendered monthly and include charges for local service for the current service month.
- C. Prior written notice will be given if service is to be temporarily denied or the contract terminated for the non-payment of any sum due in accordance with Paragraph D.5 following. Service will not be denied prior to five days from the date contained on said notice.
- D. All service, provided to the same customer as one business service, regardless of the tariff under which the service is provided, is considered one service for payment purposes. All service may be disconnected for non-payment even though payment is current for service provided under one or more tariffs.
- E. Where the Company provides billing inquiry service, customer inquiries relative to toll charges will be responded to promptly by the Company.
- F. Where the inquiry service is provided by an IXC or its designated agent, the IXC or agent will be responsible for notifying the Company immediately regarding any bona fide dispute over outstanding toll charges, so that service will not be terminated during the investigation of the dispute.
- G. A subscriber who orders service or equipment installations, moves, or changes prior to the date of any increase in the one time charge applicable to such work will be subject to the one time charge in effect at the time the subscriber's order was received by the Company, provided the work is completed within the Company's normal installation interval in effect at the time the order was placed. However, if subsequent to the effective date of the increase in the one time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, the subscriber will then be subject to the one-time charge in effect at the time the work is completed by the Company.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****2.4.4 Payment for Service, (Cont'd.)****H. Insufficient Fund Checks**

Customers will be charged \$30.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

I. Late Payment Charge

Customers will be charged a late payment penalty in the amount of 1.5% per month on all delinquent amounts owed to the Company.

2.4.5 Denials or Disconnection and Restoral of Service

A. A written notice of discontinuance of service, with reason specified, will be sent fifteen (15) days prior to discontinuance followed by a second written notice five (5) days prior to disconnection of service or cancellation of an application without incurring any liability for any of the following reasons:

1. Non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;
2. Violation of any regulation governing the service under this tariff;
3. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
4. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
5. Customer uses equipment in such a manner as to adversely affect the Company's equipment or service to others.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****2.4.5 Denial or Disconnection and Restoral of Service, (Cont'd.)**

- B. The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of appropriate charges, or violation of any law or regulation pertaining to telecommunications service.
- C. Service may not be refused, denied or disconnected for any of the following reasons:
 - 1. Delinquency in payment for service by a previous occupant at the premises to be served;
 - 2. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;
 - 3. Failure to pay directory advertising charges or any other non-regulated service charges including 900/700 or any "dial-it"-like service charges.

2.4.6 Disputes

If a non-residential customer is unable to resolve any dispute with the Company, the customer may file a complaint with the DTC. Pursuant to its authority under G.L.c. 159, the DTC has discretion whether to adjudicate complaints between non-residential customers and the Company D.T.C. 02-86 (June 2, 2003).

 LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)

2.4.7 Maintenance and Repairs

The Company undertakes to maintain and repair the equipment and facilities which it furnishes to customers pursuant to its tariffs. The customer is responsible for damages to equipment or facilities of the Company caused by the negligence or willful act of the customer.

The customer may not rearrange, disconnect, remove, or attempt to repair, or permit others to rearrange, disconnect, remove, or attempt to repair any equipment or facilities which the Company maintains or repairs pursuant to its tariffs, without the express consent of the Company.

If trouble develops and the customer has any equipment or facilities which the Company does not maintain or repair, the customer will make appropriate tests to determine whether that equipment or facility is the cause of the trouble before reporting an out-of-service or other trouble condition to the Company.

Customers will be required to pay the maintenance of service charges, for visits made by the Company to the customer's premises, when a service difficulty or trouble report results from equipment or facilities not maintained or repaired by the Company. The customer will be advised, before a visit to his premises, of the possibility of a maintenance of service charge.

Maintenance of Service Charge:

- | | | |
|-----|---------------------------------|--------------------|
| (1) | During Normal Working Hours | \$265.00 per visit |
| (2) | Outside of Normal Working Hours | \$400.00 per visit |

Normal Working Hours are defined as Monday to Friday, 7am to 7pm in the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours.

Any dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours. Any dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the Customer's Premises on these holiday's will also be considered "Outside of Normal Working Hours":

New Year's Day	Memorial Day	Martin Luther King Jr. Day
Independence Day	Labor Day	Thanksgiving Day
Day after Thanksgiving	Presidents' Day	Christmas Day

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****2.4.8. Special Equipment and Arrangements**

Special equipment and arrangements requested by customers and not otherwise provided for in this tariff may be furnished where possible, if not detrimental to any of the services furnished by the Company, at charges that are in addition to other applicable charges.

2.4.9 Overtime

For work performed outside the normal working hours of the Company at the request of the customer, the additional expense incurred by the Company is charged to the customer in addition to other charges which are applicable. In such cases, charges based on the cost of labor, materials, and other costs incurred by or charged to the Company will apply. The customer will be notified in advance if such charges may apply.

2.4.10 Individual Case Basis (CB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which varies from tariffed arrangements. Rates quoted in response to such requests may be different from the tariffed rates specified for such services. ICB rates will be made available to similarly situated customers.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****2.4.11 Identity of Customer-Announcement Facilities**

Use of Company facilities for public announcement service or non-public announcement service is subject to the following conditions:

- A. For purposes of identification, exchange service customers who transmit recorded announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
- B. Customers transmitting factual announcements such as time, weather, stock market quotations, airline schedules, and similar information are excluded from the preceding conditions.
- C. Failure to comply with the provisions of this tariff will be cause for termination of the service.
- D. The Company will reveal on request, to the extent the information is available from its records, the identity of the individual responsible for service with which announcement facilities have been associated.

2.4.12 Wire Tap Investigation

When a wire tap investigation is made by the Company at the request of a customer, and no wire tap trouble condition in Company equipment or facilities can be found, the cost incurred for inspection of the facilities and equipment serving the customer may be charged to the customer.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****2.4.13 Telecommunications relay Service (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar device, to communicate freely with the hearing population who do not use a text telephone. A Customer will be able to access the state provider to complete such calls. When applicable, the Company will impose a surcharge to all Customers at a level determined by the Commission.

2.4.14 Provisions for Certain State and Local Taxes and Fees

There shall be added to the customer's bill, as a separate item, an amount equal to the customer's proportionate part of any license, occupation, franchise, or other similar tax or fee, now or hereafter agreed to or imposed upon the Company by state or local taxing authorities, whether imposed by ordinance, franchise agreement or otherwise, and whether imposed upon or measured by the gross receipts, net receipts or revenues of the Company. Such amount will be added to the bill of each customer who receives service within the territorial limits of the taxing authority. Where more than one such tax or fee is imposed, each of the amounts applicable to the customer shall be added to the customer's bill as a separately identified item.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 DIRECTORIES

2.5.1 Ownership and Use

The Company reserves the right to charge for directories issued in replacement of directories defaced or mutilated while in possession of customers.

2.5.2 Distribution

The Telephone Company will furnish to its customers without charge, only such directories as it deems necessary for the efficient use of service.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 VARIABLE TERM PAYMENT PLAN

2.6.1 General

- A. The Variable Term Payment Plan (VTPP) is a payment plan which allows customers to pay a fixed rate for services over one of any currently available payment periods. A different monthly rate applies for the duration of each period. The monthly rate varies inversely with the length of the payment period, e.g., the monthly rate for a short period is greater than that for a long period.
- B. The minimum period is 12 months, unless otherwise specified in product tariffs.
- C. During the effective term of a customer's initial payment period, the monthly rate is not subject to Company-initiated changes.
- D. Unless specifically exempted, services furnished under the Variable Term Payment Plan are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this tariff.

2.6.2 Regulations

- A. Application of Rates and Charges (unless stated otherwise in the product tariffs)
 - 1. The monthly rate applicable at the time a customer subscribes to a product or service under the Variable Term Payment Plan is not subject to Company-initiated change during the initial payment period, providing there are no customer-initiated delays in the establishment of the subscribed-for product or service.
 - 2. After the expiration of either the initial payment period or the subsequent 12-month payment periods the monthly rate will continue to be the same rate that the customer paid under their initial term agreement. The rate will be subject to Company-initiated changes with a 60-day written notice to the customer during which time the customer shall have the right to terminate the agreement, without incurring termination charges. The rate adjustment would not exceed the tariffed rate.
 - 3. Nonrecurring charges are to be paid in full at the time of installation.
 - 4. In the event that all or any part of the service is disconnected at customer request before expiration of any selected payment period of greater than one month's duration, the customer will be required to pay termination charges as stated in this tariff.
 - 5. Rates and charges apply according to the appropriate schedules for products and services offered under the Variable Term Payment Plan.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.6 VARIABLE TERM PAYMENT PLAN, (CONT'D.)****2.6.2 Regulations, (Cont'd.)****B. Renewal Options**

The customer has the following renewal options:

1. Prior to completion of the present VTPP payment period and upon notification to the Company, a customer may renew for any payment period currently available under VTPP. The rates will be those currently in effect for new customers at the time of renewal. The new payment period starts the day following completion of the prior payment period.
2. If upon completion of the current payment period the customer has not chosen a new payment period and has not requested discontinuance of service, the customer's agreement will automatically renew for a 12-month period at the rate the customer is paying under their current agreement unless either party notifies the other in writing or verbally of its intention not to renew, at least 30 days before the end of the then-current term.

C. Early Contract Termination

Unless otherwise noted in individual product tariffs, if the customer terminates their service prior to the expiration date of the term agreement, the customer will be required to pay early termination charges that equate to the monthly charges for the remainder of either the initial payment period or the subsequent 12-month payment periods. If nonrecurring charges associated with the installation of the business services were waived, the customer will become liable for payment of the waived charges.

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

D. Additions

If the customer wishes to make additions, the customer may also select, from those currently available in the tariff, a different payment period of equal or shorter length than the time remaining in the period selected for the existing service at the current filed rates for the selected period. The additions may then have a different expiration date than the existing service.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.6 VARIABLE TERM PAYMENT PLAN, (CONT'D.)****2.6.2 Regulations, (Cont'd.)****E. Upgrades**

1. Allowable upgrades to products offered by the Company are specified in the individual sections of this tariff.
2. A customer who elects to upgrade an installed product may choose one of two options, unless otherwise specified in the product tariffs:
 - a. The existing payment period may be extended by a period of time specified in the product tariff, and the new and the previously installed service will expire on the same date. The rate level applicable for the new service is the one currently in effect for the payment period which the customer had selected prior to the upgrade, while the rates for services previously installed and continuing in service are unaffected.
 - b. The new service may be billed over a currently available payment period of equal or shorter length than the time remaining in the existing payment period. Current rates apply for the selected payment period for the new service. Rates for service previously installed and continuing in service are unaffected. The expiration date of the new service is then either the same as or earlier than that of the previously installed system.

When the expiration date of the new service is earlier, the customer must select another payment period for the service according to the terms and conditions stated in the preceding paragraph at the time of expiration.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.6 VARIABLE TERM PAYMENT PLAN, (CONT'D.)****2.6.2 Regulations, (Cont'd.)****F. Downgrades**

1. Allowable downgrades for installed services are specified in the individual sections of this tariff.
2. A customer has the option to place any new service on a coterminous payment unless otherwise specified in the product tariff. Rates for the new service are those currently in effect for the original payment period (or, if the period is no longer available, for the next shorter one). The rates for services remaining after the downgrade will not be affected.
3. When a coterminous payment period is not chosen for new service, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Current rates apply for the equal or shorter payment period. Service remaining on the customer's premises will continue to be billed at the rates in effect before the downgrade. The new service may then have a different expiration date from the service which remained after downgrading.
4. When the expiration dates differ, the customer must select a new payment period for the service (at the time of expiration) added at the time the service was downgraded, according to the terms and conditions in this section.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.6 VARIABLE TERM PAYMENT PLAN, (CONT'D.)****2.6.2 Regulations, (Cont'd.)****G. Requests for Changes in Length of Initial Payment Period**

Following the establishment of service for a service furnished under a Variable Term Payment Plan period and before the completion of that period, the existing payment period may be replaced by a currently offered payment period at the current rates, subject to the following conditions:

1. No credit will be given for payments made during the formerly selected period. However, nonrecurring charges will not be reapplied.
2. The new payment period begins with the date requested.
3. No termination charge applies provided the customer selects a new payment period equal to or longer than the time remaining under the former payment period. Otherwise, a termination charge applies for the former payment period.
4. The new payment period selected for a component of a service must be equal to or shorter than the time remaining in that service's existing payment period.

H. Supersedure

Service may be transferred to a new customer at the same location, upon prior written concurrence by the Company. The new customer will be subject to all provisions currently reflected in the contract.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.7 EMERGENCY NUMBER 911 SERVICE**

This service is offered solely as an aid in handling assistance calls in connection with fire, police or other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasions of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of them.

2.8 811 SERVICE

811 Service is a three-digit local dialing arrangement that allows local exchange end users to reach a state service center that provides advance excavation notice services. The 811 code was assigned, pursuant to Federal Communications Commission (FCC) Order in CC Docket 92-105, to provide a one call system ("call before you dig" service) for excavators and the general public to notify facilities operators in advance of excavation activities. The Company provides the routing for calls made to 811 to the service center. The Company does not operate the 811 Service center.

811 calls cannot be placed using 1+ calling, 0+ calling, 0-Operator Assisted Calling, or 101XXXX calling.

Certain equipment, such as coin telephones and PBXs, may require special programming to allow 811 calling.

811 Service can only be accessed for calls originating on the Company's network, either from end user customers who directly purchase the Company's service or from customers of other LECs that resell the Company's services.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.8 811 SERVICE, (CONT'D.)**

The Company will make every effort to route 811 calls to the appropriate service center. The Company's only obligation under 811 Service is to attempt to transmit the call to the appropriate service center. However, the Company will not be held responsible for routing mistakes, service interruptions, or other intervening acts that may interfere with telephone service and/or completion of the call.

The Company is not responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. The 811 Service center is responsible for developing an appropriate method for responding to 811 calls placed in error or due to customer confusion.

The Company's provision of 811 Service shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward, or any right of action on behalf of, any third person or legal entity including end users of the Company or any other carriers or service providers.

The Company's liability with respect to 811 Service, including damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities provided by the Company, shall be limited to the terms set forth in Section 2, part B of this tariff.

There is no charge for 811 Service, and 811 calls will not result in local measured service usage charges.

LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS**3.1 TERMS AND CONDITIONS**

Listings are regularly provided in connection with local exchange service. At the request of the customer, the listing may be omitted from the directory and directory assistance records (Non-Published Service).

The rates and regulations specified in this section apply only to the alphabetical directory. The alphabetical directory is a list of telephone numbers of customers and others arranged alphabetically by surname, business, association, institution, or other nonresidence name.

The alphabetical directory is designed for the purpose of informing calling parties of the telephone number of customers and others listed in it. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Subscriber's main billing number to be placed in the directory of the dominant local exchange carrier.

All Directory Listings, regardless of type, must conform to the specifications for the directories. The Company reserves the right to modify the listings to accommodate the space limitations in the directory. Not all listing types are available in all directories.

The Company may refuse a listing which does not constitute a legally authorized or adopted name, or any listing which in its opinion is likely to mislead or to deceive calling parties as to the identity of the listed party, or is intended for advertising purposes or is more elaborate than is reasonably necessary to identify the listed party. The listing of a service, commodity or trade name is not permitted except when such service, commodity or trade name is a part of the name under which the listed party conducts his or her business. The Company may, upon notifying the Customer, discontinue any listing found to be in violation of the foregoing regulations.

A descriptive term characterizing the listed party's business or purpose in a general way may be furnished (in abbreviated form) as a part of the listing, when desired and available. When the character of the listed party's business or purpose is apparent from the name under which it is conducted, a further designation is unnecessary and is not furnished.

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LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS, (CONT'D.)**3.1 TERMS AND CONDITIONS, (CONT'D.)**

Abbreviations may be used to limit the length of any listing when in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired by use of abbreviations.

Special arrangement of names is not permitted.

Non-Published Service customers forfeit non-address, non-list, or non-published service privacy when calling the Universal Emergency Number Service (911). The telephone number and address of the station from which the emergency call originates are passed to the Public Safety Answering Point along with the call in order for emergency units to respond to the call.

Incoming calls to Non-Published Service customers will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice regardless of any claim of emergency the calling party may present.

The acceptance by the Company of the customer's request for Non-Published Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

The Company makes every effort to safeguard the address and numbers of Non-Published Service customers. However, in the absence of gross negligence or willful misconduct, no liability will attach to the Company for damages arising from inadvertently publishing the address or telephone number of a Non-Published Service customer in the directory; or disclosing the number or address to any person. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the number of a Non-Published Service customer in the directory or otherwise disclosed, the Company's liability is limited to and satisfied by a refund of any monthly charges made by the Company.

Providing the name, address and/or telephone number of a Non-Published Service customer to the customer's primary interexchange carrier for billing purposes only, does not constitute publication or disclosure of the customer's name, number and/or address under this tariff.

Interexchange carriers may not release the name, address, and/or telephone number of any Non-Published Service customer, except as follows:

- a. Use of name and address for the rendering the interexchange carrier's bill to the customer.
- b. Release of the telephone number only for purposes of detail billing.

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LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS, (CONT'D.)**3.2 DEFINITIONS****3.2.1 Primary Listing**

A primary listing is the listing furnished as a part of the local exchange service. It includes the name of the customer; a business, purpose, or other nonresidence designation when required; the address; and the telephone number.

3.2.2 Additional Listings

To be eligible for any type of additional listing, a customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent. Additional listings are listings which are similar to primary listings and furnished in addition to primary listings at the request of the customer.

3.2.3 Alternate Listings

Alternate listings are supplementary listings which usually follow a primary or regular additional listing and refer a calling party to other telephone numbers under certain conditions. The alternate telephone numbers may be those of other customers, subject to their consent.

3.2.4 Non-Published Service

Non-published listings are not printed in directories nor available from directory assistance. A nonpublished telephone service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records. Per Line Number Privacy will be provided when requested by the customer, to all non-published service customers at no monthly charge.

3.2.5 Foreign Listings

Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS, (CONT'D.)

3.3 RATES AND CHARGES

Non-Recurring Charges:

	<u>Per Listing or Per number charges</u>
Additional Listing	\$20.00
Alternate Listings	\$20.00
Non-Published Number	\$20.00
Foreign Listings	\$20.00

Non-Recurring charges will be applied when service is established and when there are subsequent changes to the listing.

Recurring Charges:

Additional Listing	\$4.50
Alternate Listings	\$4.50
Non-Published Number	\$2.00
Foreign Listings	\$4.50

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LOCAL SERVICES TARIFF

SECTION 4 - DIRECTORY ASSISTANCE SERVICE**A. TERMS AND CONDITIONS**

A Customer may obtain directory assistance in determining telephone numbers within its local calling area by calling the directory assistance operator.

B. CALL ALLOWANCE

1. In order to accommodate situations such as directory inaccessibility, numbers not found in the directory, etc., an allowance consisting of a number of calls (which may be either directly dialed or operated dialed) to directory assistance service is provided as follows:

Ten calls for each nonresidential main telephone exchange service line or PRI trunk line, per billing period.

2. If a Customer has two or more main exchange service lines or PRI trunk lines terminating at the same premises, connected to the same central office, in the same billing period and billed to the same number, the total allowance is applied to the total usage for the lines or trunks involved.

C. EXEMPTIONS

1. Directly dialed calls to directory assistance are exempt from directory assistance rates and regulations when placed from the following locations:

A single line registered business main telephone exchange line of a handicapped user. A business main telephone exchange line may be registered for exemption with the Company in those instances where one of the users of the line is considered to be legally blind, or visually or physically handicapped as defined by the Federal Register, Volume 35 No. 126.

2. All directory assistance calls originated from exchange lines of the State of Massachusetts and its political subdivisions are exempt.
3. Calls to directory assistance service requesting nondirectory listed or nonpublished service telephone numbers are exempt.
4. Where a user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0", those calls placed from the registered line and not directly dialed will also be exempt.

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LOCAL SERVICES TARIFF

SECTION 4 - DIRECTORY ASSISTANCE SERVICE, (CONT'D.)

D. RATES AND CHARGES

Each call to directory assistance will be charged as follows:

\$1.99

The Customer may make one request on each directory assistance call.

A credit will be given for calls to directory assistance as follows:

- The customer experiences poor transmission or is cut-off during the call; or
- The customer is given an incorrect telephone number.

To obtain such a credit, the customer must notify the Company.

 LOCAL SERVICES TARIFF

SECTION 5 - OPERATOR ASSISTANCE

A. SERVICE DESCRIPTIONS

1. General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.
2. Busy Line Verification and Interrupt Service, provides the Customer with the following options:
 - a. Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
 - b. Busy Line Verification with interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

B. RATES AND CHARGES

1. The following charges will be applied on a per call basis:

General Assistance	\$ 1.00
--------------------	---------
2. Rates for busy line verification and interrupt services, as specified below, will apply under the following circumstances, per request:
 - a. The operator verifies that the line is busy with a call in progress.
 - b. The operator verifies that the line is available for incoming calls.
 - c. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

Busy Line Verification	\$3.00
Busy Line Interrupt	\$5.00

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 LOCAL SERVICES TARIFF

SECTION 6 – BUSINESS EXCHANGE SERVICE

A. BUSINESS ACCESS LINES

1. General

Business Access Lines may be purchased individually.

2. Terms and Conditions

Business Access Lines include the serving central office line equipment and all outside plant facilities including the network interface necessary to connect the serving central office to the customer's premises.

Touch Tone capability is provided at no extra charge on all Business Access Lines.

Business Access Lines provide access to and usage of 911 services where available, access to operator services and directory assistance, and access to telecommunications relays service.

Business Access Lines allow for presubscription to toll services and access to interexchange toll providers.

The local calling area shall be the same as the local calling areas of the facilities-based Carriers with whom a resale agreement exists between such Carrier and CBTS, unless stated otherwise in the tariff.

Local exchange services are only available where facilities permit and may be subject to special construction charges.

3. Rates and Charges

a. Monthly Charge

First Lines \$ 49.75

Additional Lines, All Accounts 49.75

b. Nonrecurring Charge

- | | | |
|----|---|---------|
| 1. | To establish or move an Business Access Line, per line | \$50.00 |
| 2. | To change telephone number associated with a Business Access Line, per telephone number | \$12.25 |
| 3. | To change billing arrangements associated with Business Access Lines, per line | \$12.25 |

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LOCAL SERVICES TARIFF

SECTION 6 – BUSINESS EXCHANGE SERVICE, (CONT'D.)**B. BUSINESS LOCAL SERVICE BUNDLE****1. General**

Business Local Service Bundles provide a flat rate line, in combination with value added services. Subscriber may select any or all of the features in a bundle, where available. The Customer must specify which features to include in the bundle at the time the order is placed. These bundles provide unlimited use of the optional features selected by the Customer to include in the bundle.

2. Regulations

- a. Features associated with an individual Local Service bundle are per line. Features cannot be split between lines.
- b. All charges (such as E-911 Service, taxes and other surcharges) normally associated with a flat rate line will be billed in addition to the Business Local Service Bundle charges.
- c. The nonrecurring charge associated with the Business Bundle applies when a customer installs new service, moves to a new address or changes the telephone number associated with the Business Bundle.

3. Service Description

Customers subscribing to the Business Local Service bundle may subscribe to any or all of the following features where available.

- a. Call Waiting - allows a customer to control the treatment applied to incoming calls while the customer is off-hook on an existing call. While on an existing call, Call Waiting Deluxe notifies the customer of an incoming call with the call waiting tone.
- b. Calling Name and Number - provides for the delivery of the listed name and telephone number associated with the calling party telephone number on incoming calls. This information is provided to the subscriber to Calling Name and Number service so that the information may be displayed on a customer-provided display device attached to the subscriber's line or telephone set.

LOCAL SERVICES TARIFF

SECTION 6 – BUSINESS EXCHANGE SERVICE, (CONT'D.)**B. BUSINESS LOCAL SERVICE BUNDLE, (CONT'D.)**

3. Service Description, (Cont'd.)
 - c. Voice Mail Support Package - provides the combination of the Call Forwarding Busy, Call Forwarding Don't Answer, and Message Waiting Indicator services.
 - d. Hunting - is the process by which two or more exchange service lines, served from the same central office and furnished to the same customer, are grouped so that incoming calls overflow to the first non-busy line if the called line is busy. A busy signal is not given unless all the grouped lines are busy.
4. Rates and Charges
 - a. Monthly Charge
\$69.95
 - b. Nonrecurring Charge
\$60.00

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LOCAL SERVICES TARIFF

SECTION 7 - PRI SERVICE**A. TERMS AND CONDITIONS****1. Service Description**

PRI Service is an ISDN local exchange service that provides a Customer with the ability to transmit and receive multiple voice and data circuit switched calls simultaneously over a single Primary Rate Facility. PRI Service is available from suitably equipped central offices and where suitable loop facilities exist.

PRI Service consists of a Primary Rate Facility and B-Channel Bearer Trunks and D-Channel Bearer Services. The Primary Rate Facility and the ISDN Bearer Trunks are not offered separately. Up to twenty-three B-Channels Bearer Trunks and one D-Channel Bearer Service may be provisioned on each access line. In addition, optional features may be purchased as specified in B.5 of this section.

PRI Service will provide transport of customer information over the 23 available B channels in the form of circuit-switched voice or data at speeds up to 64 Kbps. The basic service will include the 1.544 Mbps switched facility and the D-Channel Bearer Service. B-Channels will be ordered in addition to the Primary Rate Facility.

Dedicated B-Channel configuration: Dedicated trunk groups are the standard feature for PRI Service. Dedicated trunk groups must be assigned to handle one specific call type (examples: DID, DOD).

Two Way DID channels provide capability for two way standard service and direct inward dialing service.

D-Channel configuration: Each Basic PRI service will include a dedicated D-Channel for signaling.

All Bearer Trunk Channels use MF or DTMF signaling.

Only flat rate trunk channels are available.

LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE, (CONT'D.)**A. TERMS AND CONDITIONS (CONT'D.)****2. Definitions****a. Primary Rate Facility**

A Primary Rate Facility is a digital pipe from the Customer's location to the Company central office which transports one or more ISDN Bearer Trunks (b. and c. following). A Primary Rate Facility can carry up to twenty-three 64 Kbps B-Channel Bearer Trunks and one 64 Kbps D-Channel Bearer Service. All selected Bearer Trunks and Services can operate on the Primary Rate Facility simultaneously.

b. B-Channel Bearer Trunks

B-Channel Bearer Trunks define the types of traffic that the Primary Rate Facility will carry. A B-Channel Bearer Trunk is a 64 Kbps information channel used in conjunction with circuit-switched service. These trunks can be configured as 1-Way In, 1-Way Out, or 2-Way.

c. D-Channel Bearer Services

The D-Channel Bearer Service is a 64 Kbps signaling channel used to control associated B Channels. One D-Channel is required for each Primary Rate Facility, and is included in the Primary Rate Facility's monthly rate.

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LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE, (CONT'D.)

A. TERMS AND CONDITIONS, (CONT'D.)

3. Regulations

PRI Service is furnished subject to the availability of suitable facilities and is only served from specially-equipped digital central offices.

Service from some central offices may not provide all of the features and functionality described in this section.

PRI Service is offered under the Variable Term Payment Plan as outlined in this tariff.

Early contract termination charges as outlined in the Variable Term Payment Plan section of this tariff apply to this service.

The minimum service period for PRI Service is twelve months.

The Customer must provide customer premises equipment that meets the technical requirements of the serving central office.

The Customer is responsible for providing power to all customer premises equipment (CPE) attached to the Primary Rate Facility.

The Customer must notify the Company when call type maximums and minimums are to be changed for the call-by-call feature. This is in order to maintain the proper provision of directory numbers and call control on the line.

When a customer transfers a call, the customer is responsible for any toll charges associated with the customer originated leg(s) of the call.

LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE, (CONT'D.)**A. TERMS AND CONDITIONS, (CONT'D.)****4. PRI Service Optional Features**

The following features are available to PRI Service customers at additional cost.

a. Call-By-Call Service Selection

This feature provides the option for B-Channels to be assigned into a flexible trunk group which can support different call types based on real-time traffic needs. Call-By-Call service selection also allows primary as well as secondary long-distance carriers to be established for the entire trunk group (e.g., Alternate Routing Arrangement).

b. Individual Calling Line Identification (ICLID)

This feature provides customer access to the calling party's number. Feature operation is dependent on customer premise equipment and technology in use at the calling party's serving office.

c. Direct Inward Dialing (DID)

This feature provides Direct Inward Dialing to a station. DID Termination rates will apply per B-Channel configured with this option. ISDN Primary Rate Interface Service DID Number Blocks are ordered with DID Terminations on the B-Channels

d. Back-up D-Channel

This feature provides a minimum of three or more Primary Rate Interface Service facilities terminating at the same customer premises to share one primary and one secondary (or Back-up) D-Channel. The number of Primary Rate Interface Service facilities that can be shared by this feature will be based upon the availability of central office and other network facilities, and will be subject to change on a central office by central office basis.

e. Channel Transfer Service

This feature allows the customer to transfer an incoming call to another line and then hang up leaving the other two parties on a two-way call and freeing up the customer's line for another call. The customer will be responsible for toll charges associated with the transferred call.

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LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE, (CONT'D.)

B. RATES AND CHARGES

1. Base Service

	Initial Charge	MTM	12 Mo.	24 Mo.	36 Mo.	60 Mo.
Primary Rate Facility	\$640.00	\$561.21	\$547.21	\$533.20	\$505.15	\$477.00

B-Channel Bearer Trunks with Flat Rate Service:

Each Two-Way/ DID Channel	\$21.00	\$57.25	\$49.38	\$41.50	\$25.75	\$24.30
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DID Number Blocks:

Each group of 20 DID Numbers (Note 2)	\$207.40	\$4.15	\$4.15	\$4.15	\$4.15	\$4.15
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2. Optional Features

Call-By-Call	\$150.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00
ICLID	\$100.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00
Call-By-Call and ICLID Combination	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Back-Up D-Channel	\$100.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Channel Transfer Service	\$100.00	\$115.00	\$115.00	\$15.00	\$115.00	\$115.00

Note 2: If multiple DID number blocks are purchased at the same time, Initial Charge applies to the first group of DID numbers only.

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LOCAL SERVICES TARIFF

SECTION 8 - EXCHANGE AREAS

The Company is adopting the service area(s), exchange boundaries and local calling areas of the facilities-based carrier with whom the Company has a resale agreement in effect.

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LOCAL SERVICES TARIFF

SECTION 9 - PROMOTIONS

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive all or in part the installation/move charges and/or service and equipment charges. These offerings will be limited to certain services, dates, times of day and/or locations determined by the Company and will have an ending date of within a year. All promotional service offerings will be filed with the DTC for tariff approval.

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