

SOLEX

**Network Billing Systems, LLC
dba Solex**

155 Willowbrook Boulevard
Wayne, New Jersey 07470

Telecommunications Service Guide

For Local and Intrastate Telecommunications Services Provided in the State of

Massachusetts

Thank you for selecting Network Billing Systems, LLC dba Solex (“Solex”) as your telecommunications service provider. This Service Guide constitutes the rates, terms, and conditions applicable to your use of Solex’s retail local exchange and interexchange telecommunications services in the state of Massachusetts, in lieu of an intrastate tariff, unless otherwise established under a separate Service Agreement.

For additional information or assistance, please visit us on the web at <http://www.Solexnet.com> or contact our Customer Care representatives, toll free at 1.888.301.1721, via Email (see <http://www.Solexconnect.com/support/customer-support>) or in writing addressed to Customer Service at 155 Willowbrook Boulevard, Wayne, New Jersey 07470.

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APPLICATION OF SERVICE GUIDE

This Service Guide sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of regulated competitive local exchange and intrastate interexchange Services offered by Network Billing Systems, LLC dba Solex (“Solex”) to Customers subject to availability, not otherwise provided under a separate service agreement.

Solex has been granted authority to provide Local Exchange Service in the areas served by Verizon-Massachusetts as set forth in the Verizon-Massachusetts Tariff DTE Mass. No. 10, including Zone 1 and Zone 2, which the Company adopts as its own

The rates and regulations contained in this Service Guide apply only to the intrastate telecommunications Services furnished by Solex and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other Common Carrier for use in accessing the Services of Solex. This Service Guide does not cover any information service or other unregulated service offered by Solex. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Department.

BY PRESUBSCRIBING, OTHERWISE UTILIZING, OR PAYING, DIRECTLY OR INDIRECTLY FOR COMPANY’S SERVICES, YOU HEREBY AGREE TO THE RATES, CHARGES, TERMS, AND CONDITIONS WHICH FOLLOW. IF YOU BELIEVE THAT YOUR USE OF SERVICES HAS BEEN MADE IN ERROR, PLEASE CONTACT SOLEX TELECOMMUNICATIONS, LLC’S SERVICE DEPARTMENT IMMEDIATELY AT 1.888.301.1721.

Solex may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Service Guide (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Solex at variance with the terms hereof, or any failure, refusal or neglect of Solex to exercise any right under this Service Guide or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Solex to exercise any right, power or option hereunder.

The rates, rules, terms and conditions contained herein are subject to change. Subscribers will be notified of changes through bill messages or inserts in the billing cycle prior to the date on which changes become effective. Changes will also be posted on Solex’s website at www.Solexconnect.com.

This Service Guide is governed and interpreted according to applicable laws and regulations of the Commonwealth of Massachusetts.

TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Circuit:

An electronic path between two or more points, capable of providing a number of channels.

Company:

Network Billing Systems, LLC dba Solex (“Company”), the issuer of this Tariff

Customer:

The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises:

A location(s) designated by the Customer for the purposes of connecting to Company’s Services.

Dedicated Circuit

A circuit designated for exclusive use by specified users.

Department

The Massachusetts Department of Telecommunications and Cable.

Direct Inward Dialing

Permits inward-directed calls to a PBX to reach a specific PBX extension without human intervention, bypassing the attendant.

TECHNICAL TERMS AND ABBREVIATIONS

Direct Outward Dialing

An automated PBX feature that provides for outgoing calls to be dialed directly from the user terminal, usually by dialing a “9” to get an outside dial tone.

Disconnect or Disconnection:

The termination of a facility connection between the originating station and the called station or the Company’s operator.

Premises:

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

T-1 A digital transmission link with a capacity of 1.544 Mbps that can be divided into 24 voice channels, each operating at 64 Kbps, by multiplexing. The “voice” channels can also be used to carry data.

RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the Commonwealth of Massachusetts.
- 2.1.2. Company is a provider of local exchange telecommunications service to Customers for their direct transmission and reception of voice and data communications.
- 2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

RULES AND REGULATIONS

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Department rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

RULES AND REGULATIONS

2.2. LIMITATIONS OF SERVICE, Continued

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

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

2.2.8. Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.2.9. Provision of Service - Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.

RULES AND REGULATIONS

2.2. LIMITATIONS OF SERVICE, Continued

2.2.10. Emergency 911 Service

With respect to emergency 911 Service:

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suites or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
2. Neither is Company responsible for any infringement nor invasion 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 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 Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

RULES AND REGULATIONS

2.2. LIMITATIONS OF SERVICE, Continued

2.2.11. Directory Listings – Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.

1. Cost and Time - Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

RULES AND REGULATIONS

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. Applications for Service must be in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the Application for Service.
- 2.3.4. The Company strictly prohibits use of the Company's Services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid Credit Card numbers to the Company or in any way misrepresenting the identity of the Customer.

RULES AND REGULATIONS

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

RULES AND REGULATIONS

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.4. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or Premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the Premises of the Customer or any other property, whether owned by the Customer or by 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 equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

RULES AND REGULATIONS

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its facilities or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Department pursuant to Massachusetts law. The Company shall not be responsible for claims made outside the thirty (30) day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

RULES AND REGULATIONS

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through customer-controlled or customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

RULES AND REGULATIONS

2.5. INTERRUPTION OF SERVICE

The Company does not provide credit allowances for interruption of service.

2.6. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.7. MINIMUM SERVICE PERIOD

The Minimum Service Period is one (1) year. At the end of the minimum service period, the terms of service will remain in effect until the Customer or the Company provide written notice of termination in accordance with the terms and conditions of their written agreement. Customers that cancel service prior to the end of the Minimum Service Period will be assessed penalties as outlined in Section 2.9.

RULES AND REGULATIONS

2.8. APPLICATION FOR SERVICE

- 2.8.1. A Customer desiring to obtain Service initially may make application for service via regular mail, facsimile transmission, electronic mail, where available, or via telephone. The Customer subsequently must complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.8.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.8.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.8.5., below.
- 2.8.4. Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.
- 2.8.5. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.

RULES AND REGULATIONS

2.9. PAYMENTS AND BILLING

- 2.9.1. The Company will comply with the billing and collection practices set forth in D.P.U. 18448. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.9.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.9.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will backbill Customer for applicable charges up to twenty four (24) months.
- 2.9.4. A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

RULES AND REGULATIONS

2.9. PAYMENTS AND BILLING, Continued

- 2.9.5. Billing disputes should be addressed to Company's customer service organization via telephone to 888.301.1721. Customer service representatives are available from 8:30 AM to 4:59 PM Eastern Time. Messages may be left for Customer Services from 5:00 PM to 8:29 AM Eastern Time, which will be responded to on the next business day. In the event of an emergency that threatens customer service, Customer Service Staff may be paged.
- 2.9.6. The Customer is responsible for notifying Company in writing, within twenty-one (21) days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.
- 2.9.7. In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:
- A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
 - B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
 - C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Department for its investigation and decision.
 - D. Company will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
 - E. Company will respond to the Department's requests for information within ten (10) business days.

RULES AND REGULATIONS

2.9. PAYMENTS AND BILLING, Continued

2.9.7. Disputed Bills, continued

- F. The Department will review the claim regarding the disputed amount, communicate the results of its review to Customer and, and require disbursement according to those results.
- G. After the investigation and review are completed by Company as noted in subsection A, above, if Customer elects not to deposit the amount in dispute with Department, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.
- H. 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.E. 02-85 (June 2, 2003).
- I. The address and telephone number of the Department are:

Massachusetts Department of Telecommunications and Cable
1000 Washington Street, Ste. 820
Boston, MA 02118-6500
Telephone: 617.305.3580
<http://www.mass.gov/ocabr/government/oca-agencies/dtc-lp/>

RULES AND REGULATIONS

2.10. CANCELLATION BY CUSTOMER

- 2.10.1. Customer may cancel service by providing written notice to Company according to the terms of their separate agreement.
- 2.10.2. Customer is responsible for usage charges and associated local exchange company charges, if any, while still connected to the Company's service, even if the Customer utilizes services rendered after the Customer's request for cancellation has been made.
- 2.10.3. In the event the Customer terminates service with the Company prior to the end of the Minimum Service Period stated in Section 2.7, the Customer will be assessed penalties for termination of service as set forth below:
 - A. If the Customer orders service and then cancels the order before such service begins, then the Customer forfeits any advance payment and may be subject to early termination liability equal to the total monthly recurring charges multiplied by the number of months remaining in the term.
 - B. If the Customer orders service and cancels the order before completion of the minimum service period, then the Customer must pay a termination fee amounting to the total monthly recurring charges multiplied by the number of months remaining in the term.
 - C. If the Company incurs liabilities expressly on behalf of the Customer that are not fully reimbursed by installation and monthly charges, the Customer must reimburse the Company's expenses and liabilities.
 - D. If Customer orders service and construction has either begun or has been completed, but no service provided, the customer must reimburse the Company the costs of construction in addition to the early termination liability as provided for in 2.10.3.A above.

Termination penalties are due and payable immediately upon termination of service.

RULES AND REGULATIONS

2.11. CANCELLATION BY COMPANY

- 2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
 - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
 - C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
 - D. For unlawful use of the service or use of the service for unlawful purposes; or
 - E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.;

RULES AND REGULATIONS

2.11. CANCELLATION BY COMPANY, Continued

- 2.11.2. Company may suspend Service to non-residential customers without liability upon eight (8) days written notice to the Customer via first-class mail or via email prior to suspension of Service for non-payment of bills for service or refusal to provide Company with either a deposit or advance payment

Company will provide the Customer with written notice via First Class U.S. Mail or email stating the reason for suspension, and allow the Customer not less than eight (8) days to remove the cause for suspension. Service may not be suspended on Saturdays, Sundays or holidays.

- 2.11.3 Company may terminate service to Customers without liability upon that a written notice of discontinuance of service, with reasons specified, sent fifteen (15) days prior to discontinuance, followed by a second written notice five (5) days prior to discontinuance of service. Notices will be sent via First Class U.S. Mail.
- 2.11.4 The Company may not terminate service of a Customer whose service has been suspended until at least five (5) days after the date on which suspension shall have occurred.
- 2.11.5. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

RULES AND REGULATIONS

2.12. INTERCONNECTION

- 2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.12.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

RULES AND REGULATIONS

2.13. DEPOSITS AND ADVANCE PAYMENTS

- 2.13.1. Interest rates applied to Customer deposits held by Company are prescribed by the Department, pursuant to 220 CMR 26.09.
- 2.13.2. Company may require a deposit from an applicant for new service. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk.
- 2.13.3. Company may require a deposit from an existing Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk.
- 2.13.4. The Company will calculate the maximum deposit required from an applicant for Service or an existing Customer by estimating the expected charges for service for a one (1) month period. Company may adjust the amount of deposit to be held in order to maintain a one (1) month estimated amount when, according to Company's assessment, such adjustment is deemed necessary to adequately secure the account.
- 2.13.5. Customers may satisfy deposit requirements as follows:
 - A. In cash,
 - B. By an acceptable bank letter of credit,
 - C. Through an acceptable third-party guarantee (Residential Service Customers only),
 - D. Other forms of security acceptable to Company.

RULES AND REGULATIONS

2.13. DEPOSITS AND ADVANCE PAYMENTS, Continued

- 2.13.6. Deposits will be refunded to Customers, along with accrued interest, when one (1) of the following is met:
- A. Service has been terminated or discontinued; or
 - B. The Customer has established acceptable credit as specified elsewhere in this Tariff;
or
 - C. A Customer is not currently delinquent and has made timely payment of bills for a period of twelve (12) consecutive months. Timely payment means that no more than two (2) bills during the previous twelve (12) months were paid beyond the due date. A refund shall not be made if Service has been suspended for non-payment within the previous twelve (12) months.
- 2.13.7. When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable.
- 2.13.8. Interest rates applied to Customer deposits held by Company are prescribed by the Department.
- 2.13.9. To safeguard its interests, Company may require an applicant for Service to make an advance payment before Services are furnished. The advance payment required from an applicant shall be in lieu of, and not in addition to, a deposit, and will not exceed an amount equal to two (2) times average monthly bill for the Service. The advance payment will be credited to the Customer's local service bills until it has been liquidated. If the Customer fails to obtain ordered service, the advance payment shall be forfeited to the Company and Customers shall be assessed additional costs as set forth in Section 2.10.3.

RULES AND REGULATIONS

2.14. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.15. TAXES

Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, surcharges (however designated), 911 Taxes, Local Number Portability, TRS and Rights-of-Way, excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

DESCRIPTION OF SERVICE

3.1 LOCAL EXCHANGE SERVICE

3.1.1. General Information

Company resells voice and data services, providing Customers with access to dedicated T-1 facilities for the transmission and reception of data and voice communications. The minimum Service Order Term is one year. Company also provides basic local voice services. Monthly recurring charges are based on the type of facility and service features ordered.

Customers may provide their own equipment for access the company's services. Customers may also purchase or lease the Company's equipment.

3.1.1. Exchange access services are provided in the portions of Massachusetts served by Verizon-Massachusetts as set forth in its Tariff DTE Mass. No. 10, including Zones 1 through 4.

3.1.3. The Company's description of service area in no way compels the Company to provide any service in an area where facilities or other extenuating factors limit the Company's ability to provide service.

DESCRIPTION OF SERVICE

3.1 LOCAL EXCHANGE SERVICE, Continued

3.1.4 Operator Assistance

A Customer may obtain the assistance of an operator to complete calls in the following manner. Surcharges set forth in Section 4 of this Tariff will be applied on a per call basis. Customers will be charged a surcharge for operator dialed calls in addition to the surcharges for the following types of calls.

- A. Person to Person provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.
- B. Station to Station provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.
- C. Credit Card Billing provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person and bill the call to the Customer's credit card.
- D. Busy Line Verification provides the Customer with the option to request operator verification of whether a specific line is busy or inoperative.
- E. Line Service Interrupt provides the Customer with the option to request operator interruption of a line that is in use, primarily for emergency situations.

DESCRIPTION OF SERVICE

3.1 LOCAL EXCHANGE SERVICE, Continued

3.1.5. Directory Assistance Service

Company provides Directory Assistance as an ancillary service exclusively to its customers, through its underlying carrier. Directory Assistance is accessible by dialing “1”, the area code of the desired number and “555-1212.” The Customer will be billed for such service by Company.

3.1.6. Directory Listing

Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published service, to be listed in the directories and directory assistance records of the applicable Incumbent Local Exchange Carrier in accordance with the incumbent’s listing service tariff schedule, subject to availability of such listing service to Company’s Customers. Company hereby concurs in such schedules on file with the Department that are current and effective as of the effective date of this Tariff sheet.

3.1.7. Non-Published Services

At the request of Customer, the Customer’s name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies.

DESCRIPTION OF SERVICE

3.4. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Department with specific starting and ending dates not to exceed one year, and made part of this Tariff.

3.5. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on an individual, case-by-case basis (ICB) in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and made part of this Tariff.

RATES

4.1. LOCAL EXCHANGE SERVICE

4.1.1. Basic Exchange Access Service

Basic Exchange Access Service provides the Customer with a single, voice-grade communications channel connecting the Customer's premises and the Company's, or the Company's designated Carrier's, central office. Basic Exchange Access Service provides the Customer with access to the switched network for purposes of placing and receiving calls.

Basic Exchange Access Service Customers receive a voice-grade communications channel. Basic Exchange Access Customers are not guaranteed any other facility requirement -- e.g., Customers are not guaranteed a communications path capable of supporting data transmissions.

Rates for Basic Exchange Access Services are based upon class of service. All rates in this Section are applied monthly unless specifically identified otherwise.

RATES

4.1. LOCAL EXCHANGE SERVICE, Continued

4.1.2. Service Ordering Charges

Service ordering charges are applied to Customers upon request for service and when a Customer requests subsequent changes in his/her service which require facility changes, software changes, and/or Customer account changes.

A. Service Establishing Charge

A Service Establishing Charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly, installation, or non-recurring charge which is associated with the service the Customer orders.

Initial service order or move, per request, non-recurring	\$41.54
Other charges, per request, non-recurring	\$34.71

B. Central Office Line Connection

A Central Office Line Connection applies when work is performed by the Company for arranging an exchange line to provide service between the central office and the customer's premises, this charge is applicable.

Per central office line or trunk, connection, non-recurring	\$51.48
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C. Add/Change Charge

An Add/Change charge applies anytime a Customer requests that his/her service or class of service be changed. This charge may be applied to a service as many times at the Customer requests that his/her service be changed and is charged in addition to any other monthly or installation charge which is associated with the service the Customer orders.

Add/Change Charge, per order	\$0.00
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RATES

4.1. LOCAL EXCHANGE SERVICE, Continued

4.1.3. Basic Exchange Access Services -- Rate Schedule

Business Dial Tone Line, per line, per month \$13.00

4.1.4. Additional Charges Applied to Basic Exchange Access Services

In addition to the charges for Basic Exchange Access Services described above, the following charges apply to each individual Exchange Access Service line unless otherwise specified:

- A. The End User Common Line Charge as defined by the Federal Communications Commission (F.C.C.) applies in addition to the monthly Basic Exchange Access services rate described above.
- B. Any applicable municipal, state or federal taxes, franchise fees or other charges.
- C. Casual traffic charges that are derived from third party calls (e.g., 10XXX, 900/976, third party calls initiated by Customer through the Company's system) and trafficked over the Company's system.

RATES

4.1. LOCAL EXCHANGE SERVICE, Continued

4.1.5. Local Usage Service

A. Local usage services provide Customers subscribing to the Company's Exchange Access Service the ability to place calls to and receive calls from parties located in the Company's Local Usage Service Area.

B. Local Usage Service Area

The Company's Local Usage Service Area adopts the local calling areas of NET as defined in its tariff D.P.U.--Mass.--No.10, Part A., Section 6.

C. Local Usage Service -- Rate Schedule

The following rates do not apply to traffic aggregators locations. All Local Usage Service Rates apply only to pre-subscribed Customers. Rates are applied per minute of use as follows unless otherwise specified:

Zone 1	\$0.016
Zone 2	\$0.055

D. Operator Assisted Local Calling

Applies to local usage originating via a Company-provided, Exchange Access Service utilizing the assistance of either an automated or live operator.

Zone 1	\$0.030
Zone 2	\$0.080

RATES

4.1. LOCAL EXCHANGE SERVICE, Continued

4.1.6. Optional Exchange Access Service Enhancement Features

Services in this section may be purchased in addition to a Company-provided Exchange Access Service. These features are available only when purchased in combination with a Company provided Exchange Access Service. All Local Usage Service Rates apply only to pre-subscribed Customers. Rates in this section are applied on a monthly basis unless otherwise specified:

CALL WAITING	\$5.33
CALL FORWARDING, Variable	\$5.09
THREE WAY CALLING	\$5.09
CALL TRACE	
Per Activation	\$3.25
Case Preparation Charge	\$5.00
CALLER ID	\$4.95
CALLER ID WITH NAME	\$5.95
MULTI RING SERVICE	
1st Line	\$6.00
1st and 2nd Line	\$10.00
BUSY LINE TRANSFER	\$2.75
ALTERNATE ANSWERING	\$2.75
REMOTE CALL FORWARDING \$16.97	
900 SPECIAL ACCESS CODE BLOCKING, automatically applied to all lines	\$0.00
976 PREFIX BLOCKING SERVICE, automatically applied to all lines	\$0.00
PRESUMPTIVE BLOCKING SERVICES, requires written consent	\$0.00
INTERNATIONAL BLOCKING	\$1.00
AUTOMATIC CALL BACK	
Per Activation	\$0.50
Per Month	\$2.25
Monthly Cap on Per Activation	\$4.50

RATES

4.1. LOCAL EXCHANGE SERVICE, Continued

4.1.6. Optional Exchange Access Service Enhancement Features, Continued

REPEAT DIALING

Per Activation	\$0.50
Per Month	\$2.25
Monthly Cap on Per Activation	\$4.50
AUTOMATIC CALL BACK and REPEAT DIALING	\$3.95

RATES

4.1. LOCAL EXCHANGE SERVICE, Continued

4.1.7. Operator Assisted Calling

Operator Assistance Surcharges apply when a Customer utilizes either an automated or live Company-provided operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to either local usage or long-distance usage services.

PERSON-TO-PERSON

Customer Dialed	\$2.63
Operator Dialed	\$3.16

BILLED TO A THIRD NUMBER

Customer Dialed	\$1.00
Operator Dialed	\$1.50

COLLECT CALLS

Customer Dialed	\$1.00
Operator Dialed	\$1.50

CALLING CARD ASSISTANCE

Automated Assistance (where available)	\$0.44
Non-Automated Assistance	\$1.05

BUSY LINE VERIFICATION \$1.05

BUSY LINE VERIFY AND INTERRUPT \$2.10

RATES

4.1. LOCAL EXCHANGE SERVICE, Continued

4.1.7. Directory Services

Directed services allows Customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or are used by dialable directories and Company operators. This section applies only to services provided by the Company. The following rates are per month, per listing.

ALPHABETICAL DIRECTORY LISTING	\$0.00
EXTRA LISTINGS	\$1.75
PRIVATE LISTING	\$1.90
SEMI-PRIVATE LISTING	\$1.13
DIRECTORY ASSISTANCE CALL	

Directory Assistance Call services furnish the Customer with either automated or operator assisted access to the Company's Directory Services database on a dial-up basis. A maximum of two number requests will be accommodated per D.A. Call Service call.

Per Call in excess of call allowance	
Directly Dialed	\$0.43
Operator Assisted	\$0.43
INFORMATION CALL COMPLETION	
Per Call Completed	\$0.35

RATES

4.1. LOCAL EXCHANGE SERVICE, Continued

4.1.8. Directory Assistance Services

A. General

The Company furnishes directory assistance service to aid customers in determining telephone numbers. Rates apply to calls originated in Massachusetts that are places to appropriate telephone numbers associated with the provision of directory assistance service for Massachusetts. Certain calls, described later, are exempt from the applicable rates.

No more than two telephone numbers may be requested per call to directory assistance service. A call to directory assistance is considered completed whether or not the numbers requested are available from directory assistance records, or the information requested is normally provided by directory assistance.

B. Call Allowance

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 operator dialed) to directory assistance service is provided. A call allowance of ten calls for each business main telephone exchange line or business PBX trunk line is allowed per billing period.

If a customer has two or more main telephone exchange lines or PBX trunk lines terminating at the same premises, connected to the same center office, in the same billing period and billed to the same number, the total call allowance is applied to the total usage for the lines or trunks involved.

RATES

4.1. LOCAL EXCHANGE SERVICE, Continued

4.1.8. Directory Assistance Services, Continued

C. Exemptions

Directly-dialed calls to Directory assistance are exempt from rates and regulations when places from:

1. All residence main telephone lines;
2. A single-line registered business main telephone exchange line of a handicapped user. A business main 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, Vol. 35 # 126. Where a user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "O", those calls places from the registered line, and not directly dialed, will also be exempt;
3. All pay telephones; and
4. Exchange lines of the Commonwealth of Massachusetts and its political subdivisions.

Directory Assistance calls for telephone numbers which are non-listed, or non-listed and non-published are exempt from the rate, and shall not be included in the ten call allowance.

RATES

4.1. LOCAL EXCHANGE SERVICE, Continued

4.1.9. Foreign District Service

Foreign District service is a service by which a Customer can be provided the Company's Exchange Access Service from a district other than the one in which the Customer's premise is located. When a Customer subscribes to Foreign District service he/she will be considered to reside in the district he/she has chosen as the Foreign District for purposes of rating and billing the Company's services.

The rate for Foreign District Service is (1) the usage rate in effect in the Foreign District for the class of service furnished, (2) the access rate for the access area in which the Customer is physically located; and (3) the following charges:

Intraexchange- 2 point interoffice channel, non-recurring charge, per channel	\$310.33
Intraexchange- 2 point interoffice channel – monthly, per channel	\$48.31
Interexchange- Channel Terminals- 1st 2 exchanges, non-recurring charge, per exchange, per channel	\$208.05
Interexchange- Channel Terminals- 1st 2 exchanges, monthly, per exchange, per channel	\$18.94
Interexchange- Local channels to serve a customer's location in a 3rd exchange, non-recurring charge, per exchange, per channel	\$346.98
Interexchange- Local channels to serve a customers' location in a 3rd exchange, monthly per exchange, per channel	\$41.46
Mileage between rate centers- first nine airline miles, monthly, per channel	\$3.60
Mileage between rate centers- beyond the first nine airline miles, monthly, per channel	\$2.04

RATES

4.1. LOCAL EXCHANGE SERVICE, Continued

4.1.10. Miscellaneous Services

TOLL RESTRICTION SERVICE , per line equipped	NA
CUSTOMIZED INTERCEPT SERVICE (CIS) - CIS	
CALL COMPLETION (CIS-CC)	
CIS – Monthly, per Line	\$5.00
CIS-CC – Monthly, per Line	\$13.00

4.1.11. Restoration

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the reestablishment of the service and facilities suspended is arranged for.

Per Occasion	\$23.19
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RATES

4.2. INTEREXCHANGE SERVICE

4.2.1. Message Toll Services (MTS)

The Company offers MTS intrastate, interLATA, and intraLATA interexchange long distance service utilizing switched or dedicated access arrangements between the Customer's premise and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

4.2.2. Timing of Calls

Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

4.2.3. Wide Area Telephone Service ("WATS") and Message Toll Services

The Company offers Wide Area Telephone Service ("WATS") and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

RATES

4.2. INTEREXCHANGE SERVICE, Continued

4.2.4. Switched Inbound Service

Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

Initial sixty seconds	\$0.25
Each additional sixty seconds	\$0.25

4.2.5. Dedicated Inbound Service

Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

Initial sixty seconds	\$0.25
Each additional sixty seconds	\$0.25

RATES

4.2. INTEREXCHANGE SERVICE, Continued

4.2.4. Switched Outbound Service

Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

Initial sixty seconds	\$0.25
Each additional sixty seconds	\$0.25

4.2.5. Dedicated Outbound Service

Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection the originating end. The Customer shall be responsible for all charges in addition to the Recurring, Non- recurring and Usage charges set forth hereinafter. In addition to the charges set forth below, the Customer is responsible for any applicable local loop charges.

Initial sixty seconds	\$0.25
Each additional sixty seconds	\$0.25

4.2.6. Calling Card Service

The Company's Calling Card Service is a post-paid service that permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes. The Customer accesses the service by dialing an 800 number and entering an authorization code.

Initial sixty seconds	\$0.25
Each additional sixty seconds	\$0.25