

**SCHEDULE OF RATES, TERMS AND CONDITIONS**

**CRC Communications LLC  
d/b/a OTT Communications**

**INTRASTATE TELECOMMUNICATIONS SERVICES  
FOR THE COMMONWEALTH OF MASSACHUSETTS**

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## **SECTION I - GENERAL**

### **1.1 APPLICATION OF SCHEDULES OF RATES, TERMS & CONDITIONS**

This document set forth the service offerings, terms and conditions, and rates applicable to the furnishing of intrastate telecommunications services by CRC Communications LLC, hereinafter referred to as the Company, to its Customers within the Commonwealth of Massachusetts.

The Company's authorized intrastate service territory comprises those parts of the Commonwealth of Massachusetts which are within the franchised service area of Verizon New England, Inc., as indicated by that company's exchange boundary maps on file with the Massachusetts Dept. of Telecommunication and Cable.

At any time some or all of the Company's service offerings may not be available in all portions of the Company's authorized intrastate service territory, at the sole discretion of the Company. Where they are available, the Company's service offerings are available 24 hours per day, 7 days per week, throughout the year, unless otherwise specifically noted herein.

## **SECTION 1 – GENERAL (Cont'd)**

### **1.2 DEFINITIONS**

Access Line: A central office line which provides access to the telephone network for local and long distance telecommunications services.

Authorized User: A Person, other than the Customer, who has been authorized by the Company to make use of the Company's services being provided for the Customer, according to these Terms and Conditions.

Automatic Number Identification (ANI): A service feature which allows the automatic transmission of a caller's billing account telephone number to the Company, to another local exchange carrier, or to an interexchange carrier for the purpose of providing billing information to the recipient.

Business Customer: A Customer of the Company's services at a location whose primary or obvious use is of other than a residential nature. All Customers who are not Residential Customers are Business Customers. The term "Non-Residential" is sometimes used instead of "Business" in referring to such Customers.

Business Service: The Company's telecommunications services when furnished to a Business Customer.

Cancellation Charge: A charge applicable under certain conditions when a Customer's application for service is canceled in whole or part prior to the completion of the work involved or before the contract period is completed.

The Company: CRC Communications LLC, a Delaware corporation, the issuer of these Terms and Conditions.

Circuit: A facility used for the transmission of energy, either electrical, radio, or optical, or a combination thereof, in the furnishing of telecommunications services.

Completed Call: A call which the Company's network has determined has been answered by a person, answering machine, facsimile machine, computer modem device, or other automatic answering device.

## **SECTION I – GENERAL** (Cont'd)

### **1.2 DEFINITIONS** (Cont'd)

The Commission: The Massachusetts Dept. of Telecommunication and Cable (D.T.C.)

Communications Services: Telecommunications services, as defined below.

Customer: Any person who has applied for, been accepted, and is either receiving the Company's service or has agreed to be billed for the Company's service. This term also includes a person who was a customer of the Company within the past 30 days and who requests the Company's service at the same or a different location.

Customer Premise Wire: All wire within a Customer's premises, including connectors, jacks, and miscellaneous materials associated with the wire's installation. Customer premise wire is located on the Customer's side of the Company's premise protector.

Customer Provided Equipment: Devices or apparatus, and their association by a Customer, which may be connected to the Company's telecommunications facilities, electrically, acoustically or inductively.

Facilities: All the plant and equipment of the Company, and all instrumentalities owned, licensed, used, controlled, furnished, or supplied by or for the Company.

InterLATA: Telecommunications services whose point locations are in a different Local Access and Transport Area.

IntraLATA: Telecommunications services whose point locations are within the same Local Access and Transport Area.

Local Access and Transport Area (LATA): A geographic area established by the Federal Communications Commission for the administration of telecommunications service.

## **SECTION I – GENERAL (Cont'd)**

### **1.2 DEFINITIONS (Cont'd)**

Minimum Contract Period: The minimum length of time for which a Customer is obligated to pay for the Company's service offerings, whether or not those offerings are retained by the Customer for such minimum length of time.

Multi-Frequency (MF): A signaling plan used in the telephone network for signaling between telephone switches, or between telephone switches and PBXs or key systems.

Network Interface: The point of interconnection between the telecommunications equipment and facilities of the Company and the telecommunications equipment and facilities of the Customer or others, on the premises of the Customer. This point is also known as the Demarcation Point.

Nonrecurring Charge: A one-time charge associated with certain installations, changes or transfers of the Company's service offerings, either in lieu of or in addition to recurring monthly charges.

Non-Residential Customer: A Business Customer, as defined above.

Person: An individual; a partnership; a corporation; or a federal, state, or municipal government or an agency of the same; or any other entity which is or could be identified by the Internal Revenue Service of the United States with a Taxpayer Identification Number. Unless the context indicates otherwise, a person has the legal capacity to enter into valid contracts.

Recurring Charges: The monthly charges to the Customer for the Company's service offerings, which charges continue for the agreed-upon duration of service.

Residential Customer: A Customer whose telecommunications services are at a dwelling and which services are used primarily for domestic or social purposes. All other Customers are Business Customers.

## **SECTION 1 – GENERAL (Cont'd)**

### **1.2 DEFINITIONS (Cont'd)**

Residential Service: The Company's telecommunications services when furnished to a Residential Customer.

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

Service Order: The written request for Communications Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and its acceptance by the Company initiate the respective obligations of the parties as set forth herein and pursuant to these schedules.

Station: A telephone instrument for use in sending or receiving telephone messages, or such other devices as facsimile machines, answering machines, and computer modems.

Telecommunications Services: The Company's intrastate, toll and local exchange, switched and unswitched telecommunications services, whether furnished by means of the Company's facilities, by the facilities of others, by resale of the services of others, or by a combination of these methods.

Time Period: A period, expressed as the interval between two clock times that determines the rate applied to a time-sensitive telecommunications service. There are three time-of-day periods, as well as a period to address weekends and holidays:

- “Day” is the period from 8 a.m. up to but not including 5 p.m. local time Monday through Friday.
- “Evening” is the period from 5 p.m. up to but not including 11 p.m. local time Sunday through Friday.

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**SECTION 1 – GENERAL (Cont'd)**

**1.2 DEFINITIONS (Cont'd)**

- “Night” is the period from 11 p.m. up to but not including 8 a.m. local time Sunday through Friday.

“Weekend” is from 11 p.m. Friday through the weekend hours up to 5 p.m. on Sunday, as well as the following federal holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Utilities: Electric, telephone or other public utilities, whose facilities are utilized by the Company in provision of the services described in these Terms and Conditions.



## **SECTION 1 – GENERAL (Cont'd)**

### **1.3 APPLICATION OF RATES**

The Terms and Conditions set forth in this section govern the application of rates for services described in other sections of this tariff.

#### **1.3.1 Rates Based upon Duration of Use**

The chargeable time of a call is timed and measured by the underlying carrier. Timing of calls begin when the call is answered at the called station. Different rates may apply depending on the time period in which the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in affect during each portion of the call.

#### **1.3.2 Rates Based upon Distance**

Rates for certain services are based on the airline mileage between the Rate Centers of the points relevant to the particular service, such as the calling and called stations for a toll call, or the two ends of a circuit for a non-switched telecommunications channel. The locations of all Rate Centers are expressed geographically by a Vertical and Horizontal (V&H) Coordinate System. The V&H Coordinates are maintained by the telecommunications industry in the National Exchange Carrier Association (NECA) Schedule FCC No. 4. Mileage between two Rate Centers is calculated using a mathematical formula.

## **SECTION 2 - TERMS AND CONDITIONS**

### **2.1 UNDERTAKING OF THE COMPANY**

#### **2.1.1 Scope**

The Company undertakes to furnish telecommunications services pursuant to the terms of these schedules in connection with information transmission between points within the Commonwealth of Commonwealth.

#### **2.1.2 Services Provided by Others**

Customers may use the Company's services provided under these schedules to obtain access to services offered by other service providers. The Company is responsible under these schedules only for the services provided by the Company hereunder. The Company assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to otherwise provide services to its own customers.

#### **2.1.3 Shortage of Equipment or Facilities**

The Company furnishes services under these schedules subject to the ongoing availability of all the necessary facilities to provide such services. The availability of the Company's services is limited to the capacity of available facilities, whether provided by the Company itself or acquired from other facilities providers. The Company reserves the right to limit or allocate the use of facilities, whether provided by the Company itself or leased from other facilities providers, when necessary because of a shortage of the said facilities or because of some other cause beyond the Company's control.

## **SECTION 1 – GENERAL (Cont'd)**

### **2.1 UNDERTAKING OF THE COMPANY (Cont'd)**

#### **2.1.4 Terms and Conditions**

The minimum service period for all the Company's services, except as specifically noted otherwise within these schedules, is one month. For the purpose of computing charges in these schedules, a month is considered to have thirty days.

Customers may be required to execute written contracts in order to request the Company's services. Such contracts shall contain or reference a specific description of the services ordered, the rates to be charged for each service, the duration of the services, and the terms and conditions of these schedules. Customers will also be required to execute such other documents as may be reasonably requested by the Company.

At the expiration of the initial term specified in each contract, or at the end of the term of any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty days' written notice. Any such termination shall not relieve the Customer of its obligation to pay any charges incurred under the contract and these schedules prior to such termination.

In any action between the parties to enforce any provisions of these schedules, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party, In addition to such other relief as a court may award.

Service may be terminated by the Company upon written notice to the Customer if the Customer is using the service in violation of these schedules, or if the Customer is using the service in violation of the law.

These schedules shall be interpreted and governed by the laws of the Commonwealth of Massachusetts regardless of any "choice of laws" provision to the contrary.

No other company shall interfere with the right of any Customer or prospective Customer to obtain service directly from the Company. No Customer or prospective Customer shall be required to make any payment; incur any penalty, monetary or

**SECTION 2 – TERMS AND CONDITIONS** (Cont'd)

**2.1 UNDERTAKING OF THE COMPANY** (Cont'd)

2.1.4 Terms and Conditions (Cont'd)

otherwise; or purchase any services, in order to have the right to obtain service directly from the Company.

To the extent that any other entity exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the Company to reach a Customer, the entity exercising such control shall make such facilities available to the Company on terms equivalent to those under which the Company makes similar facilities under its control available to such other entities.

## **SECTION 2 – TERMS AND CONDITIONS (Cont'd)**

### **2.1 UNDERTAKING OF THE COMPANY (Cont'd)**

#### **2.1.5 Liability of the Company**

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, representations, or use of these services, or arising out of the failure to furnish the services, whether caused by acts or omissions, shall be limited to the allowances for interruption set forth in these schedules. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any of the Company's services, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other government, including state and local governments asserting jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies, insurrections, riots, or wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

## **SECTION 2 –TERMS AND CONDITIONS (Cont'd)**

### **2.1 UNDERTAKING OF THE COMPANY**

#### **2.1.5 Liability of the Company (Cont'd)**

The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Company's service offerings.

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

The Company does not guarantee, nor does it make any warranty with respect to, the installation of facilities or equipment it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, which may be suffered, claimed, made, instituted, or asserted by any other party or parties, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The company reserves the right to require the Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.

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

The Company shall be indemnified, defended, and held harmless by the Customer against any claims, loss, or damage arising from the Customer's use of the Company's services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the material, data, information, or other content of the Customer's own communications transmitted using the Company's services.

## **SECTION 2 – TERMS AND CONDITIONS (Cont'd)**

### **2.1 UNDERTAKING OF THE COMPANY (Cont'd)**

#### **2.1.5 Liability of the Company (Cont'd)**

The entire liability for any claim, loss, damage, or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission, occurring in furnishing service or in Company facilities, and not caused by the negligence of its employees or agents, will not exceed the amount that the Company would have charged the customer for service for the period the aforementioned faults occur,

Upon the Customer's request, the Company will credit a Customer's account for service interruptions which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of facilities or equipment provided by the Customer. Before requesting a credit, the Customer must take reasonable steps to verify that the trouble could not have been prevented by the Customer, and that the trouble is not in the Customer's facilities, wiring, or equipment. For purposes of computing a credit for service interruptions, a month consists of 30 days. The Company will credit the Customer's account at the rate of 1/30th of the monthly charge for the service affected for each full day of the interruption.

Any provisions that limit liability or damages do not apply to the extent they conflict with Massachusetts rules or laws.

#### **2.1.6 Notification of Service-Affecting Activities**

The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify Customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible. With some emergency or unplanned service-affecting conditions, notification to the Customer may not be possible.

## **SECTION 2 – TERMS AND CONDITIONS (Cont'd)**

### **2.1 UNDERTAKING OF THE COMPANY (Cont'd)**

#### **2.1.7 Provision of Equipment and Facilities**

The Company shall use reasonable efforts to make available its services to a Customer on or before a particular date, subject to the provisions of, and the Customer's compliance with, the terms and conditions contained in this Tariff. The Company does not guarantee availability of its services by any such date; and the Company shall not be liable for any delays in commencing service to the Customer.

The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes in connection with its service offerings to the Customer. The Company may substitute, change, relocate, rearrange, or otherwise alter any such facilities or equipment at any time, in the interest of maintaining its service offerings to the Customer.

Facilities, wiring, and equipment which the Company provides or installs at the Customer premises for use in connection with the Company's service offerings shall not be used for any purpose other than that for which it was provided by the Company. The Customer may not rearrange, relocate, or otherwise alter such Company facilities, wiring, and equipment, nor permit such actions by other parties on its premises.

The Customer shall be responsible for the payment of service charges, as set forth in this Tariff, for repair visits by the Company's employees or agents to the premises of the Customer, when the service difficulty or trouble report results from the use of equipment or facilities provided by the Customer or any party other than the Company.

The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment, unless the Company and the Customer have entered into a written Agreement of Services under which the Company undertakes to perform such installation, operation, or maintenance. Where such equipment not covered by such an Agreement for Services is connected to the Company's facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of those facilities. The Company shall not be responsible for



## **SECTION 2- TERMS AND CONDITIONS** (Cont'd)

### **2.1 UNDERTAKING OF THE COMPANY** (Cont'd)

#### **2.1.7 Provision of Equipment and Facilities** (Cont'd)

the transmission or reception of signals by Customer-provided equipment, or for the quality of, or defects in, such transmission.

At the Customer's request, installation or maintenance may be performed outside the Company's regular business hours, or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours and, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, or evening night hours, additional charges may apply.

Subject to the agreement of the Company, and further subject to all the terms and conditions contained in this Tariff, the Company may at its sole discretion undertake to perform Special Construction of facilities at the request of the Customer on a "reasonable efforts" basis. Special Construction includes, but is not limited to, that construction undertaken:

- where facilities are not presently available, and there is no other requirement to construct;
- of a type or method other than that which the Company would otherwise utilize in the furnishing of its services at that location;
- in a quantity greater than that which the Company would normally construct; or
- over a route other than that which the Company would normally utilize in the furnishing of its services.

#### **2.1.8 Ownership of Facilities**

Title to all facilities and equipment provided by the Company in connection with its service offerings to its Customers in accordance with this Tariff remains vested in the Company, or as appropriate in the Company's agents or contractors.

## **SECTION 2 – TERMS AND CONDITIONS (Cont'd)**

### **2.2 PROHIBITED USES**

The Company's service offerings shall not be used for any unlawful purpose, or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. The Company may require a Customer to immediately cease its transmission of signals, if the said transmission is causing interference to others.

A Customer, joint user, or authorized user may not assign, or transfer in any manner, the Company's service to which the Customer has subscribed, or any rights associated with that service, without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity only if the existing Customer has paid all charges owed the Company for its telecommunications services provided to the Customer. Such a transfer will be treated as a disconnection of existing service and an installation of new service, and non-recurring installation charges as provided for in this Tariff will apply.

The Customer shall not permit joint use of the Company's service offerings by another party with the Customer, or otherwise provide the Company's service offerings to any other party, except as specifically intended and authorized in a written Agreement by the Company, or as otherwise provided in conjunction with Section 2.5 of this Tariff, or as may be permitted by law.

## **SECTION 2 – TERMS AND CONDITIONS (Cont'd)**

### **2.3 OBLIGATIONS OF THE CUSTOMER**

#### **2.3.1 General**

The Customer shall be responsible for the payment of all applicable charges pursuant to this Tariff.

The Customer shall be responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or caused by noncompliance by the Customer with these terms and conditions, or caused by fire or theft or other casualty on the Customer premises, unless the said damage or loss was caused by the negligence or willful misconduct of the employees or agents of the Company.

The Customer shall be responsible for providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space, power, heating, and air conditioning to properly operate the Company's facilities and equipment installed on the premises of the Customer in connection with its service offerings to the Customer.

The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all easements, rights of way and conduits necessary for installation of the Company's cables, other facilities and associated equipment used to provide telecommunications services to the Customer, across the Customer's property and within the Customer's building from the cable building entrance to the location of the Company's Network Interface and equipment space. Any and all costs associated with obtaining and maintaining the easements and rights of way described herein, including the costs of altering any structure to permit installation of the Company's facilities, shall be borne entirely by, and may be charged by, the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

The Customer shall be responsible for complying with all laws and terms and conditions applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any

## **SECTION 2 – TERMS AND CONDITIONS (Cont'd)**

### **2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

#### **2.3.1 General (Cont'd)**

Customer premise or right of way for which the Customer is responsible as stated above.

The Customer shall grant permission for the Company's employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, and repairing the Company's facilities or equipment. Upon termination of service as stated herein, the Customer shall grant permission for the Company's employees or agents to enter the premises of the Customer for the purpose of disconnecting or removing the Company's facilities or equipment.

As may occasionally be required for the proper maintenance of the Company's service offerings, the Customer shall interrupt its use of the Company's service in order to make the Company's facilities and equipment available for maintenance purposes at times agreed upon by both the Company and the Customer.

The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material, such as friable asbestos, prior to any construction or installation work at the Customer's premises by the Company's employees or agents.

The Customer shall be responsible for providing a safe place to work, and for complying with all laws regarding working conditions at the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the company's sole discretion, injury or damage to the Company's employees or property might result from their work at the site.

The Customer shall not create, nor allow to be placed, any liens or other encumbrances on the Company's equipment or facilities.

## **SECTION 2 – TERMS AND CONDITIONS (Cont'd)**

### **2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

#### **2.3.2 Claims**

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

- any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act of omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the customer and the Company.

## **SECTION 2 – TERMS AND CONDITIONS (Cont'd)**

### **2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

#### **2.3.3 Customer-Provided Equipment**

Terminal equipment on the Customer's premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Network Interface.

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

Upon suitable notification to the Customer, and at a reasonable hour, the company may make such tests and inspections as may be necessary to determine the Customer's compliance with the requirements set forth in this section.

If the Company finds that protective requirements for Customer-provided equipment are not being observed by the Customer, the Company may take any action that it deems necessary to protect its facilities, equipment, and personnel. Within ten days of receipt of notice of non-compliance, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to do so, the Company may take whatever additional action it deems necessary, including suspension of its service to the Customer, in order to protect its facilities, equipment, and personnel from harm.

## **SECTION 2 – TERMS AND CONDITIONS (Cont'd)**

### **2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

#### **2.3.4 Interconnection of Facilities**

Any special interface equipment necessary to achieve compatibility between the facilities or equipment of the Company provided in connection with its service offerings to the Customer, and the facilities or equipment of the Customer or others, shall be provided at the Customer's expense.

The Company's telecommunications services or facilities may be connected to the services or facilities of other telecommunications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff and the schedules of the other applicable communications carriers.

The Company's facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

## **SECTION 2 – TERMS AND CONDITIONS (Cont'd)**

### **2.4 PAYMENT TERMS AND CONDITIONS FOR SERVICE**

#### **2.4.1 Payment for Service**

The Company will comply with the rules of the Massachusetts Dept. of Telecommunication and Cable concerning payment, billing, collection and discontinuance of service for telecommunications services provided by the Company to the Customer.

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all users authorized by the Customer.

The Customer is responsible for the payment of all charges for services originated from, and/or charges accepted at, the Customer's telephones.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of communications services. All state and local taxes are listed as separate line items; those taxes are not included in the rates quoted in the Rate Schedules herein.

The Company charges a fee to establish service. For billing purposes, service is established on the date the Customer's then current local exchange carrier switches the customer's service to the Company's network.

The Company bills charges monthly in advance. For billing purposes, a month consists of thirty days.

The Company charges a fee to restore service that was disconnected for non-payment of bills, for violation of the terms and conditions set forth herein, or for fraudulent use of the Company's services.



## **SECTION 2 – TERMS AND CONDITIONS (Cont'd)**

### **2.4 PAYMENT TERMS AND CONDITIONS (Cont'd)**

#### **2.4.2 Credit, Collection, and Dispute Resolution Procedures**

Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for Residential Customers are governed by Residential Billing and Termination Practices D.P.U. 18448.

When a Customer's check is returned for nonpayment by a bank, the Company charges \$20.00 for each returned payment, this includes paper checks, online payments or electronic fund transfers.

All customer bills are due and payable when presented. The bill becomes past due no less than 33 days after postmarked. Once a bill is past due, the Company may proceed with collection activities. A late Payment Charge, calculated at the maximum monthly rate allowed is assessed on the undisputed past-due amount.

Customer complaints are handled by the Company's Customer Service department. Customers may dial (877) 724-8550 between 8:00 a.m. and 5:00 p.m., Monday through Friday except holidays. Customers may submit written complaints to:

OTT Communications  
Attention: Darlene Sanborn  
56 Campus Dr.  
New Gloucester, Maine 04260

**SECTION 2 – TERMS AND CONDITIONS** (Cont'd)

**2.4 PAYMENT TERMS AND CONDITIONS** (Cont'd)

**2.4.2 Credit, Collection, and Dispute Resolution Procedures** (Cont'd)

If a Customer is not satisfied with the Company's response, the Customer may contact the Consumer Division of the Massachusetts Dept. of Telecommunication and Cable, by calling (800) 329-6066 or (617) 305-3531, or by writing to:

Consumer Division  
Massachusetts D.T.C.  
1000 Washington Street  
Suite 820  
Boston, MA. 02118-6500

## **SECTION 2 – TERMS AND CONDITIONS** (Continued)

### **2.4 PAYMENT TERMS AND CONDITIONS** (Continued)

#### **2.4.3. Allowances for Interruption in Service**

The Company will issue an allowance credit to the Customer, as set forth below, for interruptions in service that are not due to the negligence of either the Customer, its authorized user, or another common carrier connected to the Company's service; and which are not due to the Customer's noncompliance with the provisions of this Tariff; and which are not due to the operation or malfunction of the facilities, equipment, power, heating, air conditioning, or other required space conditioning provided by the Customer. The allowance credit will be for the part of the Company's service affected by the interruption. The allowance credit will be made when an interruption occurs because of a failure of any component furnished by the Company in connection with its service offerings to the Customer under this Tariff. An interruption period begins when the Customer reports the Company's service to be interrupted and releases it for testing and repair. An interruption period ends when the Company's service is restored to an operative condition.

If a Customer reports the Company's service to be inoperative but declines to release it for testing and repair, the service is considered to be impaired, but not interrupted. No credit will be given if the Customer continues to use the service on an impaired basis.

An allowance credit for flat-rated recurring fees only is applied on a pro rata basis against the rates specified herein and is dependent upon the length of the interruption. Only those Company services affected by the interruption will receive a credit.

No allowance credits will be issued for outages of four (4) hours or less.

## **SECTION 2 –TERMS AND CONDITIONS (Cont'd)**

### **2.5 RESALE, SHARING, AND JOINT USE ARRANGEMENTS**

No service provided by the Company to the Customer under this Tariff may be resold by the Customer to other persons, or shared by the Customer with other persons, except as may be permitted under an express written Agreement for that purpose executed by the Company and the Customer.

### **2.6 TRANSFERS AND ASSIGNMENTS**

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

### **2.7 TELEPHONE NUMBERS**

Telephone numbers are subject to the control of the Company. A Customer's telephone numbers are assigned to the Company's service furnished to the Customer. The Company reserves the right to change such numbers, or the central office name associated with such numbers, whenever the Company deems it necessary to do so in the conduct of its business. When changes in the Company's operations necessitate changing telephone numbers to its Customers, at least forty-five days' written notice shall be given to the affected Customers.

The Company shall list each Customer and its telephone number in the Company's directory and with the Company's Directory Assistance service, unless the Customer requests that its number not be so listed.

**SECTION 2 – TERMS AND CONDITIONS** (Cont'd)

**2.7 TELEPHONE NUMBERS** (Cont'd)

When a Customer establishes service with the Company, the Customer at its option may retain the telephone number assigned to it by its prior local exchange carrier. This capability may not be available in all the Company's service areas.

## **SECTION 2 – TERMS AND CONDITIONS (Cont'd)**

### **2.8 OPERATOR SERVICE PROVIDER RULES**

The Company will enforce the following Operator Service Provider (OSP) rules:

The OSP must identify itself at the time the Customer accesses its services,

The OSP must, upon request, quote all rates and charges.

The OSP must arrange to have posted in plain view, at each telephone location, which automatically accesses the OSP's network, and where its services are made available to the public or transient customers:

- the OSP'S name and address;
- billing and service dispute calling information, including the OSP'S dispute resolution telephone number;
- clear and specific instructions informing the customer as to how to access the Company's operator as an alternative;
- notice concerning any and all amounts to be billed by the OSP on behalf of any host location or third party;

The OSP must, in instances when the OSP is unable to complete the call and it requires transfer to another telephone company, inform the caller of the transfer and the possible effect on applicable rates and charges, before any charges are incurred; and, in the case of such transfer, the telephone company or provider to which the call was transferred shall identify itself and inform the caller of all applicable rates and charges, before any charges are incurred.

Providers of intrastate operator-assisted communications services shall not take any action or enter into any arrangement that restricts the Customer's ability to select among competing interexchange telephone companies, or that restricts the Customer's access to competing providers of operator-assisted communications services. Providers of intrastate operator-assisted communications services shall not pay any commissions or other compensation to any entity engaged in such actions or arrangements.

## **SECTION 3 – SERVICE DESCRIPTION**

### **3.1 LOCAL EXCHANGE LINE SERVICE**

Local Exchange Line Service provides a Customer with a telephone connection to the public switched telecommunications network, along with a unique telephone number. Local Exchange Line Service enables the Customer to:

- receive calls from other stations on the public switched telecommunications network;
- access other services offered by the Company as set forth in the Tariff;
- access certain interstate and international calling services provided by the Company;
- access the Company's operators and Business Office for service-related assistance;
- access emergency services by dialing either 0 or 911;
- access services provided by other telecommunications service providers that purchase the Company's Switched Access Services as provided for under the Company's Federal and State Schedules, or that maintain other types of traffic exchange arrangements with the Company.

The following Local Exchange Line Services are available:

- Basic Exchange Line
- Analog PBX trunk
- Digital PBX trunk

Rates for these services can be found in the Schedule of Rates, herein.

## **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

### **3.1 LOCAL EXCHANGE LINE SERVICE (Cont'd)**

#### **3.1.1 Basic Exchange Line Service**

Basic Exchange Line Service provides a Customer with a single voice-grade analog telephone communications channel that can be used to place or receive one call at a time. Basic Exchange Line Service is provided for the connection of Customer-provided telephones or comparable equipment (facsimile machines, computer modems, automatic dialers, and the like) to the public switched telecommunications network.

Each Basic Exchange Line may be configured into a hunt group with other Company provided Basic Lines.

Each Basic Exchange Line is provided with touch-tone signaling, which can be deleted at the Customer's option.

Basic Exchange Line Service is available with various calling features and options described herein.

#### **3.1.2 Analog PBX Trunk Service**

Analog Private Branch Exchange (PBX) Trunk Service provides a Customer with a single voice-grade analog telephone communications channel that can be used to place or receive one call at a time. Analog PBX Trunk Service is provided for the connection of Customer-provided PBXs or comparable equipment (key systems and the like) to the public switched telecommunications network.

Each Analog PBX Trunk may be configured into a hunt group with other Company-provided Trunks.

Each Analog PBX Trunk is provided with touch-tone signaling.



## **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

### **3.1 LOCAL EXCHANGE LINE SERVICE (Cont'd)**

#### **3.1.3 Digital PBX Trunk Service**

Digital Private Branch Exchange (PBX) Trunk Service provides a Customer with a single digital telephone communications channel operating at 1.544 MBPS that is time-division multiplexed into twenty-four individual voice-grade digital telephone communications channels, each of which can be used to place or receive one call at a time. Digital PBX Trunk Service is provided for the connection of compatible Customer-provided PBXs or comparable equipment (key systems and the like) to the public switched telecommunications network.

Each Digital PBX Trunk may be configured into a hunt group with other Company-provided Trunks.

Each Digital PBX Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling. The terminal interface for each Digital PBX Trunk is a DSX-1 panel.

## **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

### **3.1 LOCAL EXCHANGE LINE SERVICE (Cont'd)**

#### **3.1.4 Optional Features**

The following Optional Features are provided where available. Some features may not be available in some exchanges.

Direct Inward Dialing (DID): On PBX trunks equipped with this feature, the Company's switching equipment transmits a portion of the dialed digits on each incoming call over the Customer's PBX trunk, thus allowing the Customer's PBX equipment to route incoming calls directly to individual PBX stations corresponding to the particular DID telephone number dialed. The Customer is required to subscribe to at least one DID number block (available in groups of 100 numbers, 1000 numbers or as a single number) for each DID equipped PBX trunk group.

Hunt Group: This feature combines two or more trunks or lines so that incoming calls search to locate an available trunk or line within the group. An incoming call will thus reach the Customer unless all the trunks or lines in the group are busy.

Call Forwarding: This feature enables a user to redirect all incoming calls bound for one telephone number to another telephone number. Call Forwarding is activated by first dialing an activation code, then dialing the telephone number to which calls are to be transferred. Activation, deactivation and the "forward-to" destination are all controlled by the station user.

Call Forwarding - Busy Line: This feature automatically redirects incoming calls to a pre-designated telephone number (typically, to a voice mail service) when the line associated with the dialed telephone number is busy.

Call Forwarding - Don't Answer: This feature automatically redirects incoming calls to a pre-designated telephone number (typically, to a voice mail service) when the line associated with the dialed telephone number is not answered within a specified amount of time.

## **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

### **3.1 LOCAL EXCHANGE LINE SERVICE (Cont'd)**

#### **3.1.4 Optional Features (Cont'd)**

Call Waiting: This feature provides a burst of tone to inform the called station user, who is talking on a call already in progress, that another call is waiting to be answered. The station user may answer the waiting call by hanging up or briefly depressing the telephone's switch hook.

Three-Way Calling: This feature allows a station user to add a third party to an existing call, enabling a simultaneous conference between parties at three locations.

Speed Calling - Eight Numbers: This feature enables a station user to call from a list of up to eight pre-selected directory numbers by dialing a one-digit code instead of the directory number. The station user “programs” the personal list using a feature activation code.

Speed Calling - Thirty Numbers: This feature enables a station user to call from a list of up to thirty pre-selected directory numbers by dialing a one- or two-digit code instead of the directory number. The station user “programs” the personal list using a feature activation code.

Repeat Dialing: This feature enables a station user to have the Company's switching equipment redial the last number called from the user's station. The last number called will be redialed, regardless of whether the original call was answered, unanswered, or encountered a busy tone. The activation of this feature can be canceled by the station user when desired.

Caller ID: This feature will enable the station user to receive the time, the date and the calling number on an incoming call. The Caller-ID data will be delivered to the station in the interval between the first and second ring. The Customer must provide equipment capable of displaying the Caller-ID data. The equipment of some other service providers may not be capable of forwarding Caller-ID data to the Company's network, in which case no data will be forwarded to the called station.

## **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

### **3.1 LOCAL EXCHANGE LINE SERVICE (Cont'd)**

#### **3.1.4 Optional Features (Cont'd)**

Caller ID with Name: This feature enables the station user to receive the name of the caller, the time, the date and the calling number on an incoming call. The Caller-ID and Name data will be delivered to the station in the interval between the first and second ring. The Customer must provide equipment capable of displaying the Caller-ID and Name data. The equipment of some other service providers may not be capable of forwarding Caller-ID data to the Company's network, in which case no data will be forwarded to the called station.

Caller ID Blocking: This feature will allow the calling party to suppress the transmission of its Caller-ID data over the telecommunications network, so that a called party with the Caller ID feature or the Caller ID with Name feature does not receive the calling party's information. Instead, the called party will receive a "private" indication. This feature is available on a per-line basis (Caller-ID data is never transmitted) or on a per-call basis (the station user can choose to block transmission of Caller-ID data on a call-by-call basis).

Call Return: This feature enables a station user to automatically return a call to the calling party of the last incoming call. The last number to call will be called, regardless of whether the original call was answered, unanswered, or encountered a busy tone.

Call Trace: This feature allows a station user to initiate a trace through the telephony network of the Company and other connecting service providers, in order to determine the origin of the last incoming call. The results of the trace will not be provided directly to the Customer initiating the trace, rather, the trace log will be printed at the Company's premises, or at the premises of a designated law enforcement agency. The effort to perform a trace may be unsuccessful because of network limitations, and results of the call trace effort are not guaranteed.

## **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

### **3.1 LOCAL EXCHANGE LINE SERVICE (Cont'd)**

#### **3.1.4 Optional Features (Cont'd)**

Distinctive Ring and Call Waiting Tones: Each telephone number has a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive Call Waiting tone for the additional telephone number is provided to customers also subscribing to Call Waiting Service.

Distinctive Ringing Secondary Number: Enables a customer to have two separate telephone numbers (one main telephone number and one additional telephone number) associated with one exchange access line.

Selective Blocking: This feature will allow the station user to define a list of up to thirty (30) telephone numbers to be screened. Any incoming calls from telephone numbers on the list will be rejected and routed to an announcement stating that the call is not presently being accepted by the called party. The station user's telephone will not ring.

Automatic Forwarding: This feature allows the station user to have certain incoming calls forwarded to a designated remote station. The forwarding will occur whenever an incoming call is received from a telephone number which has been indicated on the Automatic Forwarding call screening list established by the station user.

Call Hold: Call hold allows a station user to place a call on hold in order to initiate a second call, answer a waiting call, consult privately with another party, or return to the previously held call.

Call Transfer: Call transfer allows a station user to transfer calls to another station by flashing the switchhook and dialing the transfer – to number.

Call Pick Up: Used to answer a call ringing at another extension within your Call Pickup Group. All stations within the same Pick Up Group should be within hearing range.

## **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

### **3.1 LOCAL EXCHANGE LINE SERVICE (Cont'd)**

#### **3.1.4 Optional Features (Cont'd)**

Warm Line: Warm line provides a time out option with either Direct Connect Service or Manual Line Service. The time-out interval may be set at 1 to 14 seconds. During the time-out interval, a station user will receive normal dial tone and can originate calls.

Call Waiting ID: Provides for an expanded use of Caller ID by allowing a subscriber of Call Waiting to go off hook on an existing call to receive Caller ID information (number only) for a new incoming call. The calling number is displayed on customer provided premises equipment attached to the customer's telephone line. (Call waiting is sold separately.)

Automatic Callback: Redials the telephone number of the most recent incoming call. If the telephone number of the most recent incoming call is idle, the call completes immediately. If the telephone number of the most recent incoming call is busy, the line of the most recent incoming call is monitored for a maximum of 30 minutes. When the line becomes idle a distinctive ringing signal alerts the subscriber that the call now can be completed.

Anonymous Call Rejection: Allows a customer to redirect incoming calls, for which calling number and name display have been suppressed through use of per call blocking or line blocking, to an announcement indicating that the customer is not presently accepting such calls. The customer may activate and deactivate the feature without charge by dialing a code.

Comprehensive Blocking Service: Is an arrangement that allows the customer to prevent the use of their telephones for calls placed to vendor-operated, entertainment related teleconferencing services provided by 900 area code numbers. It allows customers to block calls to information services with a 900 area code provided on either an interstate or intrastate basis. This arrangement recognizes and blocks any attempt to dial a number with a 900 area code.

Presumption Blocking: Enables the telephone company to automatically deny access from all residence and business lines to the Information Delivery Service 940 exchange for adult programs, when IDS is implemented.

## **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

### **3.1 LOCAL EXCHANGE LINE SERVICE (Cont'd)**

#### **3.1.4 Optional Features (Cont'd)**

Caller ID Delivery and Suppression: Use \*67 each time you wish to mark your line as “Private” before making a call. Once you hang up, the feature is cancelled. Use \*82 each time you wish to have your number displayed on the called party’s caller ID box or phone (Note: this only works if you have permanent caller ID blocking established on your line).

Select Dist. Ring/Call Waiting: Allows you to enter up to 32 telephone numbers that, when called from, provide you a special ringing pattern to identify someone on the list is calling you.

Selective Call Rejection: Allows you to enter up to 32 telephone numbers that, when called from, will be intercepted to a telephone company recording. This service prevents nuisance calls. It does not work from lines marked “private” or from other unidentifiable lines. It also does not work with operator-assisted calls.

Selective Call Forwarding: Enables customer to have incoming calls from designated numbers forwarded to another number.

Selective Call Acceptance: Allows you to enter up to 32 telephone numbers that, when called from, will be allowed to call you. All other numbers will be routed to a telephone company recording.

Additional Call Forward Talk Path: Allows call forwarding with additional call paths to destination number.

### **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

#### **3.2 LOCAL SERVICE AND INTRASTATE TOLL CALLING SERVICE**

##### **3.2.1 Local Calling Service**

Local Calling Service provides a Customer's Local Exchange Line with the ability to originate calls to all other stations on the public switched telecommunications network bearing the designation of any central office codes, exchanges, and zones included in the Customer's Local Calling Area. Rates for these services can be found in the Schedule of Rates, hereinafter.

##### **3.2.1.1 Exchanges Served**

The Company offers facilities-based and/or non-facilities based Local Calling Service in all or parts of the RBOC Exchanges, as defined by the Exchange Boundary Maps of Verizon New England, Inc.



### **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

#### **3.2 LOCAL SERVICE AND INTRASTATE TOLL CALLING SERVICE (Cont'd)**

##### **3.2.2 Intrastate Toll Calling Service**

Intrastate Toll Calling Service provides a Customer's Local Exchange Line with the ability to originate calls to all other stations on the public switched telecommunications network bearing the designation of any central office codes, exchanges, and zones outside the Customer's Local Calling Area but within the Commonwealth of Massachusetts.

Presubscription allows the Customer to select in advance the intrastate Interexchange Carrier of its choice. The Customer's Local Exchange Line will then be arranged to automatically direct the Customer's intrastate toll calls to that Interexchange Carrier, unless the station user has dialed a "dial-around" access code to place the user's call over another Interexchange Carrier than the one presubscribed.

##### **3.2.3 Toll Denial**

Toll Denial blocks the completion of calls that are directed to the outside operator or to numbers outside the local calling area.

## **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

### **3.3 MISCELLANEOUS AND SUPPLEMENTAL SERVICES**

#### **3.3.1 Directory Listing Service**

The Company shall list the Customer's name and main billing telephone number in the Company's directory covering the Customer's service area, at no charge.

At the Customer's option, the Company shall provide additional directory listings at the rates set forth in the Schedule of Rates.

The Company shall distribute to the Customer one copy of the Company's local directory per Local Exchange Line, at no charge. The Company shall, at its discretion, distribute to the Customer additional directories, including replacement of mutilated or destroyed directories. The Company may charge a reasonable rate for such additional directories.

#### **3.3.2 Non-Directory Listing Service**

At the Customer's request, the Company shall refrain from listing the Customer's name and telephone numbers in the Company's directory covering the Customer's service area. The Customer's listing shall be available through Directory Assistance. The Company shall charge the rates set forth in the Schedule of Rates for Non- Directory Listing Service.

#### **3.3.3 Non-Published Listing Service**

At the Customer's request, the Company shall refrain from listing the Customer's name and telephone numbers in the Company's directory covering the Customer's service area. The Customer's listing shall not be available through Directory Assistance. The Company shall charge the rates set forth in the Schedule of Rates for Non-Published Listing Service.

#### **3.3.4 Directory Assistance Service**

Directory Assistance Service is furnished to Customers who request assistance in determining other users' telephone numbers. Charges for directory assistance calls can be found in the Schedule of Rates.

**SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

**3.3 MISCELLANEOUS AND SUPPLEMENTAL SERVICES**

3.3.5 Foreign Exchange Service

RESERVED FOR FUTURE USE

3.3.5.1 Additional/Foreign White Page Listing

Additional white page listing allows customer to list the same phone number in the phone directory under multiple names. Foreign listing allows customer to have his or her number listed in another calling area's directory.

## **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

### **3.3 MISCELLANEOUS AND SUPPLEMENTAL SERVICES**

#### **3.3.6 Digital Centrex Service**

Digital Centrex Service is a central-office based service offered as an alternative to, or an enhancement of, Customer-provided PBX systems. Centrex service permits the Customer's Local Exchange Lines connected to the service to dial each other with an abbreviated dialing pattern, and to dial outgoing calls directly. Incoming calls are completed from the calling party direct to the called user's station or to a console attendant. Digital Centrex Service consists of access lines, intra-group calling features, basic features and services, enhanced features and services, and optional features and services. The basic and enhanced features and services are offered in package groupings. The optional features and services are individually priced. Centrex Service does not include any Company-provided Customer premise equipment. Digital Centrex Service is available on a month-to-month basis or under a service contract plan. A Customer who subscribes to Digital Centrex Service for more than 100 lines may, at the Company's discretion, be offered "Individual Case Basis" (ICB) pricing on a contractual basis for an extended period.

Descriptions of the basic, enhanced and optional features follow.

RESERVED FOR FUTURE USE

**SECTION 3 – SERVICE DESCRIPTION** (Cont'd)

**3.3 MISCELLANEOUS AND SUPPLEMENTAL SERVICES** (Cont'd)

3.3.6.1 Operator Services

RESERVED FOR FUTURE USE

## **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

### **3.3 MISCELLANEOUS AND SUPPLEMENTAL SERVICES (Cont'd)**

#### **3.3.7 Busy Line Verification and Line Interrupt Service**

Busy Line Verification service is provided for the purpose of aiding Customers with legitimate call completion problems. Upon the Customer's request, the Company's operator will verify and provide the line status condition of a local Customer line. The Company will assess a charge for a Customer-requested Busy Line Verification of a local number other than an emergency agency number. However, no charge will be assessed if the called line is found to be out of order.

Line Interrupt service is provided for the purpose of aiding Customers with urgent or emergency situations. A Customer who has made a Busy Line Verification request to a called line which has been found to be busy may inform the operator that an urgent or emergency situation exists, and may request that the operator clear the called line. The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call, or from any person.

Rates for Busy Line Verification service and Line Interrupt service may be found in the Schedule of Rates.

#### **3.3.8 Telecommunications Relay Service**

Telecommunications Relay Service (TRS) permits hearing- and speech-impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. The following calls may not be placed through the Relay Center:

- calls to "time" or "weather" recorded numbers
- calls to other informational recordings
- station-to-station sent-paid calls from coin telephones
- operator-handled conference service and other teleconference calls

## **SECTION 3 – SERVICE DESCRIPTION (Cont'd)**

### **3.4 SERVICE CHARGES**

Service Charges, where applicable, are assessed in addition to other rates and charges normally applied under this Tariff.

#### **3.4.1 Service Order Charge**

The Company's charge associated with the receipt, recording and processing of information in connection with a Customer's request for service.

#### **3.4.2 Customer Premise Visit Charge**

The Company's charge associated with a trip to the Customer's premise to comply with the Customer's request to establish, to add to, to rearrange or to repair service.

#### **3.4.3 Termination Charge**

The Company's charge associated with a Customer's request to cancel an order for service prior to the establishment of service or the expiration of the initial contract period.

#### **3.4.4 Installation Charge**

The Company's charge associated with optional features and services. This charge may apply in addition to other service charges described above.

## **SECTION 3 – SERVICE AND DESCRIPTION (Cont'd)**

### **3.5 SPECIAL ARRANGEMENTS**

#### **3.5.1 Individual Case Basis (ICB) Arrangements**

An Individual Case Basis Arrangement will be developed by the Company on a case-by-case basis, in response to a *bona fide* request from a Customer or prospective Customer to develop a competitive bid for a service offered under these schedules. In response to such a competitive request, the Company may offer rates different than those specified for the services in these schedules. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. All ICB arrangements will comply and be consistent with the statutory and regulatory requirements set forth in Massachusetts General Law, Chapter 159, and D.T.C. 90-24.

#### **3.5.2 Temporary Promotional Programs**

The Company may establish temporary promotional programs, wherein it may waive or reduce nonrecurring or recurring charges, in order to introduce present or potential Customers to the Company's service offerings.

### **3.6 ACCESS SERVICES**

#### **3.6.1 Local Switching**

The Local Switching rate category provides the functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office. The functions included are:

- a) Local End Office Switching, i.e., the common switching functions associated with the various Switched Access Service arrangements;
- b) The line or trunk side arrangements which terminate the Local Transport facilities at end offices;
- c) Intercept, i.e., the termination of a call at a Telephone Company Intercept operator or recording; and
- d) The terminations for end user lines (common lines).



### **SECTION 3 – SERVICE AND DESCRIPTION (Cont'd)**

#### **3.6 ACCESS SERVICES (Cont'd)**

##### **3.6.2 Dedicated End Office Trunk Port**

The Dedicated End Office Trunk Port provides for the termination of Direct Trunked Transport trunks at an end office. The Dedicated End Office Trunk Port rate, set forth in Section 4 following, applies per activated trunk for all trunkside services terminating at either analog or digital end offices.

##### **3.6.3 800 Data Base Access Service Customer Identification Charge**

The 800 Data Base Access Service Customer Identification Charge, as specified in Section 4 following, applies to each 800 Data Base Access Service call delivered to the customer. The charge is assessed to the customer on a per query basis and may consist of customer identification (i.e., Carrier Identification Code (CIC)), delivery of the dialed 800 ten-digit number, ANI, and the allowable area of service, designated by the customer, from which 800 calls can be received.

**SECTION 4 - SCHEDULE OF RATES**

Charges not to exceed the maximum listed rates.

	Monthly Recurring	Nonrecurring
Local Exchange Line Service	\$ 48.00	\$ 56.00
Intralata Toll	\$ 0.32 per minute	
Toll Denial	\$ 6.00	\$ 20.00
 Optional Features:		
Call Forwarding	\$ 6.00	\$ 20.00
Call Forwarding – Busy Line	\$ 3.00	\$ 20.00
Call Forwarding – Don't Answer	\$ 3.00	\$ 20.00
Call Waiting	\$ 6.00	\$ 20.00
Three-Way Calling	\$ 6.00	\$ 20.00
Speed Dialing – Eight Numbers	\$ 6.00	\$ 20.00
Speed Dialing – Thirty Numbers	\$ 12.00	\$ 20.00
Repeat Dialing – Unlimited Use	\$ 6.00	\$ 20.00
Repeat Dialing per Activation	\$ 0.75	
Repeat Dialing Activation Monthly Cap	\$ 750.00	
Caller ID	\$ 5.00	\$ 20.00
Caller ID with Name	\$ 7.50	\$ 20.00
Caller ID Blocking	\$ 3.00	\$ 20.00
Call Return per line	\$ 3.00	\$ 20.00
Call Return per station	\$ 4.00	\$ 20.00
Call Trace	\$ 3.50	
Selective Ringing	\$ 6.00	\$ 20.00
Selective Blocking	\$ 6.00	\$ 20.00
Direct Inward Dialing – per number	\$ 5.00	\$ 20.00
Direct Inward Dialing – 100 group	\$ 100.00	\$ 20.00
Direct Inward Dialing – 1000 group	\$1000.00	\$ 20.00
Hunt Group	\$ 2.50	\$ 20.00
Ring and Call Waiting Tones	\$ 6.00	\$ 20.00
Distinctive Ringing Secondary Number	\$ 7.00	\$ 20.00
Call Hold	\$ 2.00	\$ 20.00
Call Transfer	\$ 4.00	\$ 20.00
Call Pick Up	\$ 2.00	\$ 20.00

**SECTION 4 - SCHEDULE OF RATES (Cont'd)**

Optional Features (Cont'd):

Warm Line	\$ 6.00	\$ 20.00
Call Waiting ID	\$ 6.00	\$ 20.00
Automatic Callback	\$ 7.50	\$ 20.00
Anonymous Call Rejection	\$ 4.50	\$ 20.00
Comprehensive Blocking Service	\$ 7.00	\$ 20.00
Presumption Blocking	\$ 6.00	\$ 20.00
Caller ID Delivery and Suppression	\$ 2.00	\$ 20.00
Select Dist. Ring/Call Waiting	\$ 4.50	\$ 20.00
Selective Call Rejection	\$ 4.50	\$ 20.00
Selective Call Forwarding	\$ 4.50	\$ 20.00
Selective Call Acceptance	\$ 4.50	\$ 20.00
Additional Call Forward Talk Path	\$ 10.50	\$ 20.00

**SECTION 4 - SCHEDULE OF RATES (Cont'd)**

	Monthly Recurring	Nonrecurring
Miscellaneous and Supplemental Services:		
Additional Directory Listing	\$ 5.00	\$ 21.00
Non-Directory Listing Service	\$ 5.00	\$ 21.00
Non-Published Listing	\$ 5.00	\$ 21.00
Additional/Foreign White Page Listing	\$ 6.95	\$ 21.00
Directory Assistance - monthly free call allowance		
Directory Assistance - per call over monthly allowance	\$ 1.25	
Operator Call Completed	\$ 0.35	

Service Charges:

Service Order Charge		\$ 20.00
Customer Premises Visit Charge		\$100.00
Termination Charge		at cost
Installation Charge		\$100.00

Other Charges:

All applicable federal and local excise taxes  
Enhanced-911 surcharge - per line up to 25 lines

**SECTION 4 - SCHEDULE OF RATES (Cont'd)**

Access Charges

Switched Access Services

End Office Switching

Originating	\$0.003722	per minute
Terminating	\$0.001216	per minute

Shared End Office Trunk Ports	\$0.001594	per minute
Dedicated End Office Trunk Ports	\$12.00	per trunk

800 Data Base Access Service

Customer Identification	\$0.004186	per query
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## **SECTION 5 - ACCESS SERVICE**

### IDENTIFICATION AND RATING OF VoIP-PSTN TRAFFIC

The following provision applies to the treatment of Relevant VoIP-PSTN Traffic (as defined below) pursuant to the Federal Communications Commission's Part 41 Interconnection Rules and in compliance with the Federal Communications Commission's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161) and Second Order on Reconsideration, adopted April 24, 2012 and released April 25, 2012. In the absence of an interconnection agreement between the Telephone Company and the customer specifying the treatment of Relevant VoIP-PSTN Traffic, the Telephone Company will bill the customer the applicable interstate switched access rates and charges (including Interstate Transport structure) specified in the Company's FCC Tariff No. 1 on all jurisdictionally Intrastate voice traffic identified as Relevant VoIP-PSTN Traffic under the terms of this Tariff.

#### (A) Scope

- (1) "Relevant VoIP-PSTN Traffic" is defined as terminating traffic received by the Telephone Company end user from the customer that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic to be compensated at interstate access rates as required by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"), and Second Order on Reconsideration adopted April 24, 2012 and released April 25, 2012. Subsection (2) below establishes the method for the billing of Intrastate VoIP-PSTN Traffic terminated by a customer that is a local exchange carrier.
- (2) Billing of Terminating Traffic. This subsection will be applied to the billing of Intrastate VoIP-PSTN traffic using switched access as specified in (1) above to a customer that is a carrier that: (a) terminates traffic to the Telephone Company, either directly or through a transit arrangement with another carrier, that is determined to be interexchange non-local traffic based on calling and called number or (b) terminates traffic to the Telephone Company pursuant to a negotiated agreement regarding the percentage of Intrastate VoIP-PSTN traffic when the traffic is commingled with local non-access traffic.

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(3) Billing of Originating Traffic. For the period from December 29, 2011 through July 12, 2012 and for the period beginning on or after July 1, 2014, Intrastate originating non-local traffic using switched access as specified in (1) above will be included in the application of PVU factors and the rating of Relevant VoIP-PSTN traffic at the interstate rate as defined in this subsection. During the period of July 13, 2012 through June 30, 2014 all Intrastate originating non-local traffic using switched access services will be subject to Intrastate Access Rates.

(B) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this section will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rates as specified in the applicable provisions of the Company's FCC Tariff No. 1.

(C) Calculation and Application of Percent-VoIP-Usage Factor

The Telephone Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU received by the Telephone Company end user and the customer. The PVU will be derived and applied as follows:

- (1) The customer will calculate and furnish to the Telephone Company a factor (the "PVU") representing the percentage of the total intrastate access MOU that the customer delivers to the Telephone Company in the State, that is sent to the Telephone Company and that originated in IP format. The customer's PVU shall be based on information such as the number of the customer's retail VoIP subscriptions in the State (e.g., as reported on F.C.C. Form 477), traffic studies, actual call details, or other relevant and verifiable information which will be provided to the Telephone Company upon request.
- (2) The customer shall not modify its reported PIU factor to account for Relevant VoIP-PSTN Traffic.

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- (3) The customer shall retain the call detail, work papers, and information used to develop the PVU factor(s) for a minimum of one year.
  - (4) The Telephone Company will apply the PVU factor to the total terminating intrastate access MOU received from the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.
  - (5) If the customer does not furnish the Telephone Company with a PVU pursuant to the preceding paragraph 1, the Telephone Company will utilize a PVU equal to zero.
- (D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Telephone Company's billing systems by December 29, 2011, once the factor is available and can be implemented, the Telephone Company will adjust the customer's bills to reflect the PVU retroactively to December 29, 2011. This retroactive adjustment will be made to December 29, 2011, provided that the customer provides the factor to the Telephone Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to zero, as specified in subsection (C)(5), above.

The Telephone Company may choose to provide credits based on the reported PVU factor on a Quarterly basis until such time as a billing system modification can be implemented.

- (E) PVU Factor Updates

The customer may update the PVU factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU factor. No prorating or back billing will be done based on an updated PVU factor.



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#### (F) PVU Factor Verification

- (a) Not more than four times in any year, the Telephone Company may request from the customer an overview of the process used to determine the PVU factor, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the customer's PVU factor furnished to the Company in order to validate the PVU factor supplied. The customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Telephone Company's request.
- (b) The Telephone Company may dispute the Customer's PVU factor based upon:
  - (i) A review of the requested data and information provided by the customer;

#### (F) PVU Factor Verification (cont'd)

- (ii) The Telephone Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data;
- (iii) A change in the reported PVU factor by more than five percentage points from the preceding quarter.
- (c) If after review of the data and information, the customer and the Telephone Company establish a revised PVU factor, the Telephone Company will begin using the revised PVU factor with the next bill period.
- (d) If the dispute is unresolved, the Telephone Company may initiate an audit. The Telephone Company shall limit audits of the customer's PVU factor to no more than twice per year. The customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the customer.

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- (i) In the event that the customer fails to provide adequate records to enable the Telephone Company or an independent auditor to conduct an audit verifying the customer's PVU factor, the Telephone Company will bill the usage for all contested periods using the most recent undisputed PVU factor reported by the customer. This PVU factor will remain in effect until the audit can be completed.
- (ii) During the audit, the most recent undisputed PVU factors from the previous reporting period will be used by the Telephone Company.
- (iii) The Telephone Company will adjust the customer's PVU factor based on the results of the audit and implement the revised PVU factor in the next billing period or quarterly report date, whichever is first. The revised PVU factor will apply for the next two quarters before new factors can be submitted by the customer.
- (iv) If the audit supports the customer's PVU factors, the usage for the contested periods will be adjusted to reflect the customer's audited PVU factor.