

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF  
FACILITIES-BASED AND RESOLD LOCAL EXCHANGE SERVICES  
WITHIN THE STATE OF CONNECTICUT

This Tariff applies to the Local Exchange Services furnished by McGraw Communications, Inc., between one or more points within the State of Connecticut. This Tariff is on file with the Connecticut Department of Public Utility Control, and copies may be inspected, during normal business hours, at the Company's principal place of business, 228 East 45<sup>th</sup> Street, New York, New York 10017.

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Effective:

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New York, New York 10017

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title Page	Original	26	Original	52	Original
1	Original	27	Original	53	Original
2	Original	28	Original	54	Original
3	Original	29	Original	55	Original
4	Original	30	Original	56	Original
5	Original	31	Original	57	Original
6	Original	32	Original	58	Original
7	Original	33	Original	59	Original
8	Original	34	Original	60	Original
9	Original	35	Original	61	Original
10	Original	36	Original	62	Original
11	Original	37	Original	63	Original
12	Original	38	Original	64	Original
13	Original	39	Original		
14	Original	40	Original		
15	Original	41	Original		
16	Original	42	Original		
17	Original	43	Original		
18	Original	44	Original		
19	Original	45	Original		
20	Original	46	Original		
21	Original	47	Original		
22	Original	48	Original		
23	Original	49	Original		
24	Original	50	Original		
25	Original	51	Original		

\* New  
or  
Revised  
Page

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TABLE OF CONTENTS

	<u>Page</u>
CHECK SHEET .....	1
TABLE OF CONTENTS .....	2
TARIFF FORMAT .....	3
SECTION 1 - EXPLANATION OF SYMBOLS .....	4
SECTION 2 - DEFINITIONS .....	5
SECTION 3 - APPLICATION OF TARIFF .....	7
SECTION 4 - REGULATIONS .....	8
SECTION 5 - SERVICE DESCRIPTIONS .....	36
SECTION 6 - RATES AND CHARGES .....	59

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TARIFF FORMAT

1. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between sheets 14 and 15 would be 14.A.
2. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Department. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Department follows in its tariff approval process, the most current page number on file with the Department is not always the tariff page in effect.
3. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.a.
  - 2.1.1.A.1.a.i.
  - 2.1.1.A.1.a.i.i.
4. Check Sheets - When a Tariff filing is made with the Department, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Department.

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SECTION1 - EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

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

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## SECTION 2 - DEFINITIONS

Certain terms used generally throughout this tariff are described below.

### Advance Payment

Part or all of a payment required before the start of service.

### Access Services

The Company's interstate telephone services offered pursuant to this tariff.

### Authorized User

A person, firm or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

### Department or D.P.U.C.

The Connecticut Department of Public Utility Control.

### Company or Carrier

The term "Company" or "Carrier" denotes McGraw Communications, Inc.

### Customer

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

### Dedicated or Private Line

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

### End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

### ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

### LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

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SECTION 2 - DEFINITIONS (Cont'd)

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Connecticut.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case 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. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for dedicated 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 acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A customer, joint user, or any other person authorized by a customer to use service provided under this tariff.

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SECTION 3 - APPLICATION OF TARIFF

3.1 This Tariff applies to intrastate private line service supplied to Customers.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Connecticut.

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## SECTION 4 - REGULATIONS

### 4.1 Undertaking of the Company

#### 4.1.1 Scope

The Company undertakes to furnish dedicated and private line services in accordance with the terms and conditions set forth in this Tariff. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

#### 4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

#### 4.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. This Tariff shall be interpreted and governed by the laws of the State of Connecticut regardless of its choice of laws provision.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: ( 1 ) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 4 - REGULATIONS (Cont=d)

4.1 Undertaking of the Company (Cont=d)

4.1.4 Limitations on Liability (Cont=d)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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**SECTION 4 - REGULATIONS (Cont=d)****4.1 Undertaking of the Company (Cont=d)****4.1.5 Testing and Adjusting**

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

**4.1.6 Provision of Equipment and Facilities**

- A. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - 1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2. the reception of signals by Customer-provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 4 - REGULATIONS (Cont=d)****4.1 Undertaking of the Company (Cont=d)****4.1.7 Special Construction**

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

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

Special construction charges will be determined as described herein.

**4.1.8 Ownership of Facilities**

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

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**SECTION 4 - REGULATIONS (Cont=d)****4.2 Prohibited Uses**

- A. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

**4.3 Obligations of the Customer****4.3.1 Customer Premises Provisions**

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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**SECTION 4 - REGULATIONS (Cont=d)****4.3 Obligations of the Customer (Cont=d)****4.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, 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 (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 4 - REGULATIONS (Cont=d)****4.4     Customer Equipment and Channels****4.4.1   Interconnection of Facilities**

In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

**4.4.2   Inspections**

- A.     The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B.     If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 4 - REGULATIONS (Cont=d)

4.4 Customer Equipment and Channels (Cont=d)

4.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the 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.

4.4.4 Interconnection Provisions

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

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**SECTION 4 - REGULATIONS (Cont=d)****4.5     Customer Deposits and Advance Payments****4.5.1   Advance Payments**

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

**4.5.2   Deposits**

[RESERVED FOR FUTURE USE]

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SECTION 4 - REGULATIONS (Cont=d)

4.6 Payment Arrangements

4.6.1 Payment for Service

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

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

4.6.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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**SECTION 4 - REGULATIONS (Cont=d)****4.6 Payment Arrangements (Cont=d)****4.6.2 Billing and Collection of Charges (Cont=d)**

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
  - 1. a rate of 1.5 percent per month; or
  - 2. the highest interest rate which may be applied under state law for commercial transactions.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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**SECTION 4 - REGULATIONS (Cont=d)****4.6 Payment Arrangements (Cont=d)****4.6.3 Billing Disputes****A. General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

**B. Late Payment Charge**

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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SECTION 4 - REGULATIONS (Cont=d)

4.6 Payment Arrangements (Cont=d)

4.6.3 Billing Disputes (Cont=d)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 4 - REGULATIONS (Cont=d)

4.6 Payment Arrangements (Cont=d)

4.6.3 Billing Disputes (Cont=d)

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

1. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

State of Connecticut  
Department of Public Utility Control  
10 Franklin Square  
New Britain, CT 06051  
Phone: 1-800-382-4586 (toll free within Connecticut)  
1-860 827-2622(outside Connecticut)  
860-827-2837 (TDD)  
Fax: (860) 827-2613  
Web: <http://www.state.ct.us/dpuc>

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SECTION 4 - REGULATIONS (Cont=d)

4.6 Payment Arrangements (Cont=d)

4.6.4 Discontinuance of Service for Cause

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving thirteen (13) days written notice prior to the proposed termination to the Customer and the Department, discontinue or suspend service without incurring any liability. The notice shall be mailed by first class mail and shall state the explanation of the rights of the Customer provided in C.G.S. 16-262c.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving thirteen (13) days prior notice in writing to the Customer and the Department, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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SECTION 4 - REGULATIONS (Cont=d)

4.6 Payment Arrangements (Cont=d)

4.6.4 Discontinuance of Service for Cause (Cont=d)

- F. In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

4.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

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**SECTION 4 - REGULATIONS (Cont=d)****4.6 Payment Arrangements (Cont=d)****4.6.6 Customer Overpayment**

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

**4.6.7 Cancellation of Application for Service**

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

**4.7 Back Billing**

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered in accordance with the Department.

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**SECTION 4 - REGULATIONS (Cont=d)****4.8 Allowances for Interruptions in Service****4.8.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

**4.8.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;

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SECTION 4 - REGULATIONS (Cont=d)

4.8 Allowances for Interruptions in Service (Cont=d)

4.8.2 Limitations of Allowances (Cont=d)

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

4.8.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 4 - REGULATIONS (Cont=d)

4.8 Allowances for Interruptions in Service (Cont=d)

4.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 4 - REGULATIONS (Cont=d)4.8 Allowances for Interruptions in Service (Cont=d)4.8.4 Application of Credits for Interruptions in Service (Cont=d)

## D. Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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**SECTION 4 - REGULATIONS (Cont=d)****4.8 Allowances for Interruptions in Service (Cont=d)****4.8.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

**4.8.6 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

**4.8.7 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

1. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
4. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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**SECTION 4 - REGULATIONS (Cont=d)****4.9     Customer Liability for Unauthorized Use of the Network****4.9.1   Unauthorized Use of the Network**

- A.     Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B.     The following activities constitute fraudulent use:
  - 1.     Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 2.     Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3.     Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C.     Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SECTION 4 - REGULATIONS (Cont=d)

4.9 Customer Liability for Unauthorized Use of the Network (Cont=d)

4.9.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 5 – DESCRIPTION OF SERVICES

5.3.3. Service Areas

- A Where facilities are available, Company offers its local exchange service within Hartford, Litchfield, Middlesex, New London, Tolland, and New Haven counties.
- B Exchanges included in the local calling areas:  
  
Company concurs with The Southern New England Telephone Company's exchanges and local calling areas defined in its Local Service Tariff, Part X, Sections 1-2.

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## SECTION 5 – DESCRIPTION OF SERVICES

### **3.1 Local Exchange Services**

Local Exchange Services consist of the services offered pursuant to this tariff, either individually or in combination. Company offers each service independently of the other and via the Company's facilities for the transmission of one-way or two-way communications, unless otherwise noted.

Local Exchange Services provide a Customer with a connection to the Company's network which enables the Customer to:

1. receive calls from other stations on the public switched telephone network;
2. access the Company's Local, IntraLATA, and InterLATA Calling Services as set forth in this tariff;
3. access interstate and international calling services provided by Company or other certified common carriers;
4. access ( at no additional charge) the Company's operators and business office for service related assistance;
5. access 9-1-1 service for emergency calling; and
6. access to operator services and directory assistance.

The Customer cannot use Local Exchange Services to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 976, etc). The Company reserves the right to block all calls to those numbers and other numbers used for caller-paid information services, unless expressly requested not to by the Customer in writing.

The following Local Exchange Services are offered in this tariff.

- Message Rate Service
- Business Access Lines
- PBX Service
- DS1 Service
- DS3 Service
- Direct Inward Dial Service
- ISDN PRI Service
- IntraLATA Calling Service
- Foreign Exchange Service
- Service Features
- Centrex Service
- Operator Services
- Directory Listing
- Directory Assistance
- 9-1-1 Telecommunications Service
- Telecommunications Relay Service
- Maintenance Visit Services
- Promotional Offerings
- Individual Case Basis Arrangements
- Dedicated Leased Lines

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D.)****3.1 Local Exchange Services (Cont'd)**

The following sections set forth the rules and regulations governing the application of rates for Local Exchange Services.

**A. Classes of Service**

The Company will offer business service.

Business rates apply whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupational nature, or where the listing is such as to indicate business use. Business rates apply, but are not limited to:

1. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private or parochial schools, hospitals, nursing homes, libraries, public or private institutions, churches, synagogues, mosques and all other establishments of a strictly business nature.
2. Any location where business designation is provided or when a title indicating a trade, occupation or profession is listed.
3. Service terminating solely on the answering service facilities of a telephone answering firm.
4. At residential locations where the Customer has no regular business telephone service and the use of the service by the Customer, members of the household, or guests is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.

**B. Service Components**

Service is comprised of four components:

1. Non-Recurring Connection Charge
2. Monthly Network Access Line Rates
3. Monthly Usage Charges
4. Activation Fee

The Company furnishes service only for use by the Customer, the Customer's guests, employees and business associates.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.1 Local Exchange Services (Cont'd)****3.1.1 Business Access Lines**

The type of service that applies to unassisted business (Customer calling) is Measured (Per Call Rate Service). The term "Per Call Rate Service" denotes service for which charges are made according to a measured amount of usage. Rates include an access line charge and usage charges.

**3.1.2 Measured Rate Service**

Measured rate service is a classification of Local Exchange Service in which local exchange is measured in terms of distance for the purpose of charging for the service.

**3.1.3 PBX Service**

Private Branch Exchange (PBX) Trunk rates apply for local exchange lines connecting in PBX common equipment and in multifunction systems where the lines are used as pooled facilities, dial or button access and used in connection with direct group calling features.

**3.1.3.1 Analog Trunk Service**

This service provides the transmission path in support of PBX service.

**3.2 DS1 Service****3.2.1 DS1 1.544 Mbps Digital Service - General****3.2.1.1 Availability**

- A) Served direct intraexchange channels are not available.

**3.2.1.2 Description**

- A) DS1 service is provided on a two point basis only between the following locations.
- 1) Customer designated premises.
  - 2) A customer designated premises and a Company designated central office.
  - 3) Company designated central offices.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

**3.2 DS 1 Service**

**3.2.1 DS1 1.544 Mbps Digital Service – General (Cont'd.)**

**3.2.1.2 Description (Cont'd.)**

- B) DS1 service is provided only where facilities are available and is subject to the technical limitations of the digital equipment used by the Company as set forth in the PUB 62411 and TR-NPL-000054.
- C) DS1 service consists of two point digital channels and equipment which provide for simultaneous two-way transmission of serial, bipolar, return to zero, digital signals at a transmission speed of 1.544 Mbps.
- D) DS1 service is designed to provide an average performance of at least 98.75% error-free seconds of transmission measured over a continuous 24 hour period.
- E) DS1 service is furnished on a full-time basis, 24 hours a day, seven days a week.
- F) Central Office (CO) multiplexing may be provided from suitably equipped multiplexing hubs. The customer is responsible for the assignment of individual channels within the multiplexer and for maintaining records of those assignments. Customer provided multiplexing equipment must confirm with the electrical requirements for channel units specified in PUB 43801 and CB 119.
  - 1) The 1.544 Mbps channel is provided with a local distribution channel(s) and an interoffice channel, local distribution channels only, or, an interoffice channel between two Company designated central offices.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.2 DS 1 Service (Cont'd.)****3.2.1. DS1 1.544 Mbps Digital Service – General (Cont'd.)****3.2.1.2 Description (Cont'd.)**

F) (cont'd)

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

**3.2.2 Service Functions**

Service functions are optional features or arrangements that are available for use with DS1 Digital service.

- A) Central Office Multiplexing DS1 to Digital allows for up to 24 individual digital private lines to be derived from a 1.544 Mbps circuit. This function is offered for the same customer at multiplexing hubs.
- B) Clear Channel Capability (CCC) provides a bipolar with eight zero substitution (B8ZS) encoding technique that allows a customer to transport 1.536 Mbps information rate signals over a 1.544 Mbps circuit with no constraint on the quantity or sequence of ones (mark) and zero (space) bits. This arrangement allows customers to derive 64 Kbps clear channels. This service is provided only on 1.544 Mbps digital service between two customer designated premises and is subject to the availability of facilities. This arrangement requires that customer provided multiplexing equipment to be compatible with the B8ZS line code as specified in TR-NPL-000054 and PUB 62508.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.2 DS1 Service (Cont'd.)****3.2.2 Service Functions (Cont'd.)**

- C) Alternate Serving Wire Center provides 1.544 Mbps Digital service over an alternate route to a suitable equipped serving wire center other than that normally serving the customer's designated premises. This option is not available at all locations and where available the Company will designate the serving wire center to be used.
- 1) The mileage used to determine the monthly rate for distance sensitive local distribution channels required with this option is based on the airline distance directly between the customer's designated premises and the normal serving wire center for that premises as described in Section 5.3.2.A. The mileage used to determine the monthly rate for interoffice channel mileage is based on the normal serving wire center associated with the customer's designated premises as described in Section 5.3.2.B.

**3.3 DS3 Service**

The DS3 44.736 Mbps Service is provided on digital optical equipment and lightwave facilities selected by the Telephone Company, and it is provided only through serving wire centers equipped to furnish such service. At the customer designated premises, an optical fiber interface and digital optical equipment convert the signal from optical to electrical. A 110 volt AC, 15 amperes, separately fused, non-switched controlled, single power outlet must be provided by the customer at the customer designated premises.

**3.3.1 Basic Channel Description****3.3.1.1 Optical Fiber Interface Option**

At the option of the customer, 44.736 Mbps (DS3) Service may be provided with an optical interface at four levels of capacity, (i.e., as three (135 Mbps), nine (405 Mbps)\*, twelve (560 Mbps) or 48 (2.488 Gbps) groups of 44.736 Mbps channels. The customer may order a minimum of 1 and a maximum of 3 DS3 channels for the 135 Mbps capacity; a minimum of 2 and a maximum of 9 DS3 channels for the 405 Mbps capacity; a minimum of 2 and a maximum of 12 DS3 channels for the 560 Mbps capacity; or a minimum of 7 and a maximum of 48 DS3 channels for the 2.488 Gbps capacity. This service may be provided between a customer designated premises and a Telephone Company Hub subject to the availability of facilities under the following two options.

Within each capacity level, individual 44.736 Mbps channels may be derived from OLTM equipment at the Telephone Company's Hub. The customer may request that the OLTM be located in a wire center other than the normal serving wire center. The appropriate Channel Mileage rate will apply between the normal serving wire center and the wire center designated by the customer. The customer-provided OLTM must be compatible with the OLTM equipment employed by the Telephone Company as listed below. The customer may also employ any device that supports an OC3, OC12 or OC48 interface as described in GR-253-CORE, Issue 2 for Synchronous (C)(x) Optical Network (SONET) **SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

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**3.3 DS3 Service (Cont'd.)****3.3.1 Basic Channel Description (Cont'd.)**

Transport Systems. The Telephone Company employs the following OLTM equipment:

- NEC Model 1840A for 135 Mbps capacity
- Rockwell Model 1565D for 560 Mbps capacity

**3.3.1.2 Technical Specifications Packages**

Parameters	Package HC-
Error-Free Seconds	<u>0</u> <u>1</u> <u>1C</u> <u>3</u>
Bit Error Rate	X
Error-Free Transmission	X

A channel with technical specifications package HC1 will be capable of an error-free second performance of 98.75% over a continuous 24 hour period as measured at the 1.544 Mbps rate through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained in Technical References PUB 62411 and TR-NPL-000054.

A Channel with technical specifications package HC3 is designed to provide an average performance of at least 99% error-free transmission measured over a continuous 24 hour period at the Company interface. The Technical Specifications are delineated in GR-342, Issue 1.

**3.3.1.3 Optional Features and Functions/Basic Service Elements (BSEs)****(1) Automatic Loop Transfer BSE**

The Automatic Loop Transfer provides protection on a 1xN basis against failure of the facilities between a customer designated premises and the wire center serving that premises. Protection is furnished through the use of a switching arrangement that automatically switches to a spare channel when a working channel fails. The spare channel is not included as a part of the option. This option requires compatible equipment at both the serving wire center and the customer designated premises. The equipment at the customer's designated premises must be compatible with that provided by the Telephone Company in the serving wire center. The customer is responsible for providing the equipment at its premises. This option is not available for channels with the Clear Channel Capability feature.

**(2) Transfer Arrangement BSE**

An arrangement, available in New England Telephone, that affords the customer an additional measure of flexibility in the use of their access channel(s). The arrangement can be utilized to transfer a channel of a Special Access Service to either a spare or working channel that terminates in either the same or a different **SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

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**3.3 DS3 Service (Cont'd.)****3.3.1 Basic Channel Description (Cont'd.)**

customer designated premises. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as part of the option.

**3.3.1.3 Optional Features and Functions/Basic Service Elements (BSEs) (Cont'd.)****(3) Central Office Multiplexing**

NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 identifies the serving wire centers where the following Central Office Multiplexing BSEs or options are available.

**(a) DS3 to DS1 BSE**

An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

**(b) DS1C to DS1**

An arrangement that converts a 3.152 Mbps channel to two DS1 channels using digital time division multiplexing.

**(c) DS1 to Voice (New England Telephone) BSE**

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with Voice Grade Services. A channel(s) of this DS1 to the Hub can also be used for a Digital Data Service, DIGIPATH digital service II, DOVPATH service, Program Audio or Metallic Service.

**(d) DS1 to Voice (New York Telephone) BSE**

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with Voice Grade Services. A channel(s) of this DS1 to the HUB can also be used for a Digital Data, Program Audio or Metallic Service.

or

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with Voice Grade Service, DIGIPATH digital service II\* and DOVPATH service.

\* When a 1.544 Mbps channel is converted to 24 channels for use with DIGIPATH digital service II and the DIGIPATH digital service II channels are provided in conjunction with Network Reconfiguration Service as specified in Section 19. Following, DS1 to Voice central office multiplexing may be provided in all serving wire centers.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

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**3.4 MCILINK Service****3.4.1 General**

MCILINK Service provides fiber transport connectivity of local area networks only between:

- a customer's point-of-presence and their end-user's designated premises, or
- a customer's Expanded Interconnection multiplexing node or virtual collocation arrangement and their end-user's designated premises.

At the end-user's designated premises, the network interface defines the type and speed of service as being either a 10Mbps, 100Mbps or 1Gbps Ethernet interface or a 16Mbps

Token Ring interface as specified by the customer in its order for service.

**3.4.2 Service Description**

(1) MCILINK consists of two dedicated fiber strands between the locations involved. At the end-user's designated premises, the Telephone Company will deliver service as specified by the customer through the network interface. This interface converts the optical signal to an electrical Ethernet signal at speeds of 10Mbps, 100Mbps or a Token Ring signal of 16Mbps. The interface also converts the optical signal to a customer optical handoff for 1 Gbps Ethernet. At the point-of-presence, Expanded Interconnection multiplexing node, or virtual collocation arrangement, the Telephone Company will deliver the optical Ethernet or Token Ring signal through a two-fiber connection to the customer's fiber distributing frame.

(2) MCILINK will be provided where suitable fiber optic facilities exist between the locations involved. Where facilities do not exist, the Company may agree to specially construct facilities subject to the provisions set forth in Sections 2.1.4, Provision of Services, and 5.1.3, Special Construction, preceding.

(3) The service interval for installation of MCILINK is provided on a negotiated basis as described in Section 5.2.1, preceding.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.4 MCILINK Service (Cont'd.)****3.4.2 Service Description (Cont'd.)**

(4) The customer must provide a protected path for all network fibers located on private property; sufficient AC power and a secure environment for the Telephone Company's network interface equipment located at the customer's designated premises; and reasonable access to its locations as needed by the Company personnel in the provision and maintenance of service. In addition, the customer must provide relay rack or wall space for mounting of the network interface device. The Company's equipment at the customer's end-user location must be on conditioned power circuits (surge protected) for which the Company recommends an uninterrupted power supply (UPS). The customer is responsible for any damage to the Company's network equipment resulting from problems with power provided by the customer at its locations. With the exception of connecting customer provided equipment to the network interface device, the customer may not attempt to modify, adjust or otherwise change facilities or network equipment used in the provision of service.

Tampering with Company owned equipment and/or facilities will result in immediate termination of MCILINK. The customer is responsible for all wiring and connections to its side of the network interface or fiber distributing frame, as applicable, and for the installation, operation, and maintenance of its customer provided equipment. The Telephone does not provide monitoring of MCILINK. The customer may perform its own monitoring using surveillance equipment within its own network.

(5) No credit for service interruptions is provided with MCILINK.

(6) When service is provided to an Expanded Interconnection multiplexing node or virtual collocation arrangement, the customer must provide connecting facility assignment (CFA) information (CFA) to the designated fiber cross connect in its network.

**3.4.3 Technical Specifications****(1) Connections**

The following network interface options are available at the end-user's designated premises with MCILINK are as follows:

10Mbps Canoga Perkins 8835 Interface-AUI or 10BaseT  
Canoga Perkins 9135 Interface-AUI  
Canoga Perkins 8872 Interface-Male AUI or 10BaseT  
16Mbps Adva City LAN 16 – RJ45 UTP or STP  
100Mbps Canoga Perkins 9135 Interface-100BaseTx  
1Gbps Cisco 3512 Interface-1000BaseSx, 1000BaseLx

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.4 MCILINK Service (Cont'd.)****3.4.3 Technical Specifications (Cont'd.)****(2) Limitations**

The fiber optic specifications from the network interface at end-user's designated premises to the customer's point-of-presence or an Expanded Interconnection multiplexing node or virtual collocation arrangement for MCILINK are single mode, 1310nm with the following dB loss:

10Mbps Ethernet - 20dB loss or less  
16Mbps Token Ring – 20dB loss or less  
100Mbps Ethernet – 26dB loss or less  
1Gbps Ethernet – 18dB loss or less

The fiber optic specifications from the network interface at end-user's designated premises to the customer's point-of-presence or an Expanded Interconnection multiplexing node or virtual collocation arrangement for MCILINK are single mode, 1550nm with the following dB loss:

1Gbps Ethernet (extended distance) – 26dB loss or less  
dB loss is measured to include interoffice facilities (where applicable) and any local and intra-building fibers used in the provision of service.

The Company will provide the necessary fiber converter at the customer's designated premises to meet the interface requirements specified in the order for service.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.4 MCILINK Service (Cont'd.)****3.4.4 Rate Regulations**

- (1) MCILINK Service is provided under a term plan of three or five years at the rates and charges as set forth in Section 31.7.20 following. The customer must specify a term plan for each MCILINK ordered.
- (2) Cancellation of the service in whole or in part by the customer prior to the establishment thereof, will require payment to the Company of an amount equal to the total nonrecurring charges for the service order.
- (3) When a customer requests that service be moved to a different premises, point-of-presence, or that the point of demarcation be moved to a different location within the same building, the move will be treated as a disconnection of the existing service and establishment of a new service at the new location.
- (4) If the customer terminates service in whole or in part prior to the end of the selected term plan, a termination charge applies which is equal to the applicable monthly recurring rate for the terminated service multiplied by the number of months remaining in the unexpired portion of the term plan.
- (5) The customer may, at any time, request to change from an existing term plan to a new term plan of equal or greater length without the application of termination liability.
- (6) The customer may discontinue service without the application of a termination liability charge if the Telephone Company initiates a rate increase for MCILINK. The customer must notify the Telephone Company of its intent to discontinue service within sixty days of the effective rate increase. Service must be disconnected within ninety days of the effective rate increase.
- (7) Once the term period has expired, prevailing rates for the expiring term plan will apply.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.4 MCILINK Service (Cont'd.)****3.4.4 Rate Regulations (Cont'd.)**

- (8) The rates and charges for MCILINK apply include channel terminations and channel mileage.
- MCILINK Channel Termination rates and charges apply per point of termination for the transmission facilities connecting a customer designated premises or Expanded Interconnection arrangement to its associated service wire center. A Channel Termination applies to service provided at a customer designated premises. The Channel Termination is differentiated as either including a converter or being provided without a converter. An Office Channel Termination applies to service provided to an Expanded Interconnection multiplexing node. A Virtual Office Channel Termination applies to service provided to an Expanded Interconnection virtual collocation arrangement. Included as part of the channel termination with a converter is a network interface that converts the optical signal to the type and speed of service designated by the customer in its order for service. The channel termination without a converter provides for a 2-fiber connection to the customer's fiber distributing frame. All other regulations applicable to the channel termination rate category apply as set forth in 7.1.2, preceding.
- Channel mileage rates applies on a fixed and per mile basis for the transmission facilities connecting the serving wire centers of the locations involved.
- (9) A single nonrecurring charge is applicable with the installation of each MCILINK channel termination.
- (10) The minimum period for MCILINK Service is 36 months.

**3.5 Direct Inward Dial (DID) Service**

DID service is an optional feature which can be purchased in conjunction with Company provided analog trunks or DS1s. DID service transmits the dialed digits for all incoming calls allowing the customer's Private Branch Exchange (PBX) to route incoming calls directly to individual stations that correspond to an individual number. Charges for DID capability and DID number blocks apply in addition to charges specified for Analog trunks or DS1s.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Local Exchange Services****3.6.1 ISDN PRI Service**

Integrated Services Digital Network (ISDN) describes the end-to-end digital telecommunications network architecture that provides for the simultaneous access, transmission and switching of voice, data and image services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces. The PRI customer premises equipment (CPE) located at the customer premises must be compatible with the network interface.

The PRI arrangement consists of 23 "B" channels and one "D" channel or 24 "B" channels, which are defined as follows:

**3.6.1.1 B Channel**

**The B channel is a 64 kilobit per second (kbps) channel used for information transfer between users. The B channel may be used in conjunction with circuit-switched service.**

**3.6.1.2 D Channel**

The D channel is a 64 kilobit per second (kbps) channel that carries signaling and control for the B channels.

**3.6.1.3 PRI Trunk Group**

A PRI Trunk Group is a group of channels which are designated as one of the following:

Incoming Exchange Trunk Group  
Outgoing Exchange Trunk Group  
Two-Way Exchange Trunk Group  
Call-by-Call Service Trunk Group

Only one Call-by-Call trunk group may be provisioned per a PRI arrangement. Where available, up to two trunk groups of each of the other trunk group types above may be provisioned on a PRI arrangement. The total number of trunk groups per PRI arrangement is limited to four.

Where available, one D channel can control numerous PRI interface arrangements, depending on facility capabilities. In such cases, a single D channel in one PRI Interface Arrangement handles all the signaling and control requirements of multiple PRI interface arrangements in a specific grouping allowing supplemental PRI interface arrangements to consist of 24 B channels.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Local Exchange Services (Cont'd.)****3.6.1 ISDN PRI Service (Cont'd)****3.6.1.3 PRI Trunk Group (Cont'd)**

A 23B + Back-up D Interface Arrangement is required when two or more 24B PRI interface arrangements are ordered. B channels can be designated for specific services, such as Incoming Exchange Trunks, Outgoing Exchange Trunks and Two-Way Exchange Trunks, or optionally configure channels to access Incoming and Outgoing Exchange Trunks on a per call basis. Two-Way Exchange Trunks may not be accessed on a Call-by-Call basis.

**3.6.2 IntraLATA Calling Service**

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A call that is placed within one LATA (Local Access Transport Area) and received within the same LATA.

**3.6.3 Foreign Exchange Service**

Foreign Central Office provides local telephone service from a central office which is outside (foreign) the subscriber's exchange area.

Foreign CO  
Per \_ mile  
Originating Terminal Channel  
Terminating Terminal Channel

**3.6.4 Service Features****3.6.4.1 Line Features**

Call Forward Busy - This feature allows an incoming to be routed to another number if the terminating number is busy. The call may be forwarded to any 10-digit number.

Call Forward Don't Answer – Delayed Answer Forwarding. This feature allows an incoming call to be forwarded to another number after a designated number of rings. The call may be forwarded to any 10-digit number.

Call Forward Variable - This feature allows the customer to forward incoming calls to any 10 digit number, defined by time of day, day or week or date. If a long-distance or an international number is elected, appropriate charges will apply.

Call Hold – This feature allows callers to be put on hold.

Call Repeat - This feature allows the originating caller to reach the terminating station once it becomes idle. Both the originating and termination are rung.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Local Exchange Services (Cont'd.)****3.6.4 Service Features (Cont'd)****3.6.4.1 Line Features (Cont'd)**

**Call Return** – This feature allows the customer to dial the last caller even if the customer did not answer the telephone.

**Call Transfer** – This feature allows the customer to transfer a call from their phone handset to another person's phone handset.

**Call Waiting** – This feature allows a customer engaged in a call to be reached by another caller. A short tone informs the customer that another call is waiting to be accepted. The tone is only heard by the called party. The caller hears the regular audible ring. The customer will be able to place the first party on hold and answer the second call by momentarily depressing the switch hook (flashing). By subsequent flashes, the customer can alternate between the two calls. This feature may be disabled when the user dials \*70 for making modem calls.

**Caller Number Delivery** – This feature allows the customer to see the originating number of an incoming call.

**Direct Inward and Outward Dialing** – This is a standard feature of the system. This feature allows the user to make any 3, 7 or 10 digit call and international call, or receive calls from other system users.

**Hunting** – This feature will allow a call coming in on one number to “roll-over” to progressively to another number.

**Touch Tone** – Dual Tone Multi-frequency. When a number button is pushed on a phone it makes a tone, which is used for signaling.

**Speed Dial** – This feature will allow a customer to use abbreviated codes to dial frequently called numbers. Repertories of six and twenty-five will be offered.

**Three Way Calling** -- This feature will allow a customer involved in an existing 2-way connection to place the other party on hold and dial a third party for a 3-way connection. When the third party answers, a 2-way conversation can be held before the earlier connection is re-established for the 3-way conference.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Local Exchange Services (Cont'd.)****3.6.4 Service Features (Cont'd)****3.6.4.2 Basic Trunk Feature Requirement**

**Direct Inward Dialing** – This feature is a one-way trunk for incoming calls only.

**Direct Outward Dialing** – This feature is a one-way trunk for out going calls only.

**Two-Way Trunk** – This feature is will allow both incoming and outgoing calls on a first come, first served basis, to the limit of channels associated with this trunk type.

**Hunting** – This feature will allow a call coming in on one number to “roll-over” to progressively to another number.

**Line Basic Package:**

Hunting  
Call Waiting  
Call Hold  
Speed Dial (6)

**Line Deluxe Package:** (Includes all of the Line Basic Features)

Call Forward Variable  
Call Forward Busy  
Call Forward Don't Answer  
Speed Dial (25)  
3-Way Calling  
Call Restriction  
Caller Number Delivery

**3.6.5 Centrex Service**

Centrex Service is furnished from compatible electronic type switching equipment located on Telephone Company premises and includes the facilities necessary for intercom communication between Centrex lines within the customer's system, Local Exchange Service, direct in-dialing to Centrex lines, identification and billing of outgoing long distance messages by line number where such billing is done by the Telephone Company, Touch-Tone Calling Service, and intercept to the main listed number.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Local Exchange Services (Cont'd.)****3.6.5 Centrex Service (Cont'd)****3.6.5.1 Features**

The Centrex Custom Service dial switching equipment shall be arranged to provide the following system and line feature capabilities:

**Call Forward Busy** - This feature allows an incoming to be routed to another number if the terminating number is busy. The call may be forwarded to any 10-digit number.

**Call Forward Don't Answer – Delayed Answer Forwarding.** This feature allows an incoming call to be forwarded to another number after a designated number of rings. The call may be forwarded to any 10-digit number.

**Call Forward Variable** - This feature allows the customer to forward incoming calls to any 10 digit number, defined by time of day, day or week or date. If a long-distance or an international number is elected, appropriate charges will apply.

**Call Hold** – This feature allows callers to be put on hold.

**Call Park** – This feature allows the customer to put a customer on hold and pickup another call.

**Call Pickup** – This feature allows the customer to answer another person's ringing phone by punching in one or two numbers on their phone.

**Call Pickup with Barge In** – This feature allows the customer to interrupt a another call while it is in process.

**Call Restriction** – This feature prevents the caller from making certain types of calls, usually either a toll or a long distance call.

**Call Transfer** – This feature allows the customer to transfer a call from their phone handset to another person's phone handset.

**Call Waiting** – This feature allows a customer engaged in a call to be reached by another caller. A short tone informs the customer that another call is waiting to be accepted. The tone is only heard by the called party. The caller hears the regular audible ring. The customer will be able to place the first party on hold and answer the second call by momentarily depressing the switch hook (flashing). By subsequent flashes, the customer can alternate between the two calls. This feature may be disabled when the user dials \*70 for making modem calls.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

**3.6 Local Exchange Services (Cont'd.)**

**3.6.5 Centrex Service (Cont'd)**

**3.6.5.1 Features (Cont'd.)**

**Caller Number Delivery** – This feature allows the customer to see the originating number of an incoming call.

**Distinctive Ring** – This feature allows the customer to distinguish types of incoming calls such as an outside call or an inside (intercom) call by the tone of the ringing.

**Hunting** – This feature will allow a call coming in on one number to “roll-over” to progressively to another number.

**Intercom Dialing** – This feature allows the customer to dial another person’s extension.

**Last Number Redial** – This feature allows the customer to automatically redial the last numbered dialed.

**Speed Dial** – This feature will allow a customer to use abbreviated codes to dial frequently called numbers. A block of twenty-five numbers will be offered.

**Three Way Calling** -- This feature will allow a customer involved in an existing 2-way connection to place the other party on hold and dial a third party for a 3-way connection. When the third party answers, a 2-way conversation can be held before the earlier connection is re-established for the 3-way conference.

**Touch Tone – Dual Tone Multi-Frequency.** When a number button is pushed on a phone it makes a tone, which is used for signaling.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Local Exchange Services (Cont'd.)****3.6.5 Centrex Service (Cont'd)****3.6.5.1 Features (Cont'd)****Centrex Line Basic Package:**

Touch Tone  
Call Hold  
Call Transfer  
3-Way Calling  
Intercom Dialing  
Call Forward Variable  
Call Forward Busy  
Call Forward Don't Answer  
Call Hold  
Call Pick-Up  
Call Restriction  
Call Waiting  
Call Pick-Up with Barge In  
Distinctive Ring  
Hunting  
Speed Dial (30)

**Centrex Line Deluxe Package:  
(includes Central Basic plus)**

Call Park  
Caller Number Delivery  
Last Number Redial

**3.6.6 Operator Services**

Operator Services are available only from customer locations that presubscribe to one of MCI's direct dial services. This service is not available from transient locations such as hotels and pay telephones. Operator Services enable callers to assign charges for long distance calls to an account that is not associated with the Customer. Callers access the service by dialing "OO" and the telephone number of the called station. Upon receipt of the call, MCI verifies the credit-worthiness of the designated billed party. When a payment method cannot be validated, or is unacceptable, callers will be required to select an alternative means of payment.

Total charges for use of this service include usage charges and an operator assistance charge, as set forth herein. An Operator Dialed Service Charge applies to calls in which the caller has the capacity to dial the number, but has the operator dial instead.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Local Exchange Services (Cont'd.)****3.6.7 Directory Listing**

Primary and additional Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein.

3.6.7.1 Directory Listings are provided in connection with each customer service as specified herein.

3.6.7.2 The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service as an aid to the use of telephone service, and special position or arrangement of names is not contemplated.

3.6.7.3 Listings must conform to the Telephone Company's specifications with respect to its directories.

3.6.7.3.1 The Telephone Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby. Where more than one line is required to properly list the customer, no additional charge is made.

3.6.7.3.2 The Telephone Company may refuse a listing which is known not to constitute a legally authorized or adopted name, or any listing which, in the opinion of the Telephone Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Telephone Company, upon notification to the customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

3.6.7.4 Nonlisted and nonpublished charges, as specified following, are not applicable to:

3.6.7.4.1 Nonlisted or Nonpublished Telephone Service furnished to a customer for data service where there is no voice use contemplated.

3.6.7.4.2 Nonlisted or Nonpublished Telephone Service furnished to a customer for short periods of time, usually one day, in connection with local and long distance message broadcasts of sporting events, conventions or other special events.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

**3.5 Local Exchange Services (Cont'd.)**

**3.6.7 Directory Listing (Cont'd)**

**3.6.7.4 (Cont'd)**

3.6.7.4.3 Nonlisted or Nonpublished Telephone Service furnished to a customer with other listed, nonlisted or nonpublished service in the same directory area.

3.6.7.4.4. Nonlisted or Nonpublished Telephone Service associated with Mobile Telephone Service, Pay Telephone Lines and Network Controlled Lines.

3.6.7.4.5. Nonlisted or Nonpublished Telephone Service associated with dependent telephone numbers of a Distinctive Ring Custom Calling Service.

**3.6.8 Remote Call Forwarding**

This service allows customers who are away from the customer premises to route incoming calls to a distant location.

**3.6.9 Directory Assistance**

**3.6.9.1 Description**

The Company provides directory assistance service to aid Customers in determining telephone numbers.

Rates apply to calls originated in Massachusetts that are placed to appropriate telephone numbers associated with the provision of directory assistance service for Massachusetts. Certain calls as described in Section 3.6.3. are exempt from the applicable rates.

No more than two telephone numbers may be requested for each 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.

**3.6.9.2 Call Allowance**

In order to accommodate and provide compensation for 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 as follows.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Local Exchange Services (Cont'd.)****3.6.9 Directory Assistance (Cont'd)****3.6.9.2 Call Allowance (Cont'd.)**

Ten (10) calls for each business main telephone exchange service line and business PBX trunk line per billing period.

If a Customer has two or more main telephone exchange service line or PBX trunk lines terminating at the same premises, connected to the same facility location, in the same billing period and billed to the same number, the total allowance is applied to the total usage for the lines or trunks involved.

**3.6.9.3 Exemptions**

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

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

(2) Handicapped users on multi-line systems will obtain personal exceptions and may reach directory assistance without a charge through the use of an exempt Calling Card.

All directory assistance calls originated from Exchange lines of the Commonwealth and its political subdivisions are exempt.

Calls to directory assistance service requesting Nondirectory Listed or nonpublished service telephone numbers are exempt.

Where a user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0", those calls placed from the registered line and not directly dialed will also be exempt.

**3.6.9.4 Universal Emergency Telephone Number Service**

3.6.9.4.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

3.5.9.4.2 The initial 911/E911 information will come from the Customer record on the service order Company does not accept responsibility for the accuracy of the customer provided information.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Local Exchange Services (Cont'd.)****3.6.9 Directory Assistance (Cont'd)****3.6.9.4 Universal Emergency Telephone Number Service (Cont'd.)**

3.6.9.4.1 911/E911 information consisting of the names, addresses and telephone numbers of all telephone Customers is held confidential. The Company will authorize the release of such information via the 911/E911 System only after a 911/E911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.

3.6.9.4.2 A call to 911/E911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to a Public Safety Answering Point. The Customer of record accepts the responsibility for the release of the information caused by the use of their exchange service to place such calls.

3.6.9.4.3 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point. The Company does not accept the responsibility for the accuracy of this information.

3.6.9.4.4 The Company shall not be liable for any infringement upon, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911/E911 Service.

**3.6.10 Telecommunications Relay Service (TRS)**

Telecommunications Relay Services provide telecommunications services to the deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Department.

**3.6.11 Maintenance Visit Service**

The Maintenance Visit Charge applies for time spent on a Customer's premises by Company employee during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems connected to Company facilities or in detariffed CPE provided by the Company.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Local Exchange Services (Cont'd.)****3.6.12 Promotional Offerings**

The Company may offer existing services on a promotional basis, subject to Department approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Department approval.

**3.6.13 Individual Case Basis (ICB) Arrangements**

For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the Customer pursuant to Department rules for such arrangements.

**3.6.14 Dedicated Leased Line Service****3.6.14.1 Description**

MCI's Dedicated Leased Line service is a high-speed digital communications service using a physical fiber optic connection between two locations within Massachusetts. Dedicated Leased Lines are non-switchable connections that can provide a constant and committed availability of capacity (for a single Customer) on a transmission path only between fixed, customer-specified locations. Dedicated Leased Line transmission speeds range from the DS-0 level up to and including OC-n speeds. Dedicated Leased Line circuits at DS-0, Fractional DS-1, DS-1 and DS-3 levels may be available between any two POP locations within the Commonwealth of Massachusetts. Provision of Dedicated Leased Line circuits are subject to facilities and capacity availability.

Dedicated Leased Line circuits with speeds at or below DS-1 are priced at a fixed and variable monthly recurring charge based on line speed, Central Office Connection and the V&H miles between the nearest available POP to the Customer or End-User locations (as determined by the NPA/NXX of the locations). Broadband Dedicated Leased Lines are priced at a fixed and variable monthly recurring charge based on line speed, Central Office Connection and the V&H miles between the nearest available POP to each fixed Customer or End-User location. For Dedicated Leased Line circuits at speeds at or below DS-1, the provision of Local Access Circuits may be coordinated directly by Customer or may be coordinated by MCI on Customer's behalf. For Broadband Dedicated circuits, MCI shall be solely responsible for all local access coordination functions and all costs for the interconnection of each Customer premise with the MCI network at the nearest available POP.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Local Exchange Services (Cont'd.)****3.6.14 Dedicated Leased Line Service (Cont'd.)****3.6.14.1 Description (Cont'd.)**

MCI shall invoice the Customer on a monthly basis at the Customer's designated site in Massachusetts, in accordance with the following schedule: (i) one (1) month in advance for all recurring MRC charges due under this Agreement, in addition to the retroactive billing for the first billing invoice of a service; and (ii) in the month preceding the applicable usage (i.e. month of contract execution) for all NRC charges. Failure of MCI to timely invoice the Customer for any amounts due hereunder shall not be deemed a waiver by MCI of its rights to payment for such charges.

**3.6.14.2 Rates and Charges**

Rates set forth herein for MCI services requiring dedicated access do not include access and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the local exchange carrier ("LEC"), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore access and access related charges are additional charges.

OC-n pricing will be on an ICB (Individual Case Basis). Pricing will be based on a 200-mile minimum circuit, and therefore circuits with V&H mileage between the two customer sites of less than 200 miles, will be priced at 200 miles.

**3.6.14.3 Broadband Facility Minimum Service Term**

Customer acknowledges that the Rates and Charges described in this tariff Section are based on the commitment of the Customer to utilize the Broadband Circuits or Facility for a specified minimum period of time. Therefore, notwithstanding anything in this tariff to the contrary and in addition to other charges set forth in the tariff, the Customer will be billed and required to pay to MCI all rates, fees and charges which accrue for each Broadband Circuit and for all associated local access during the entire Circuit Minimum Service Term (as defined below) applicable to each such Broadband Circuit plus all NRC charges applicable to such circuit that were previously waived, regardless of whether or not Customer utilizes all or any part of such Broadband Circuit during all or any part of the Circuit Minimum Service Term applicable to such Circuit.

The "Circuit Minimum Service Term" for each Circuit, is defined as follows:

For DS-0, Fractional DS-0 and DS-1 Leased Line Circuits:

No "Circuit Minimum Service Term" shall apply.

For DS-3 and OC-n Broadband service the "Circuit Minimum Service Term" shall be

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as follows:

The Circuit Minimum Service Term shall be a minimum period of one (1) year, beginning from the date of service order fulfillment.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Local Exchange Services (Cont'd.)****3.6.15 Termination of Service**

Upon termination of the Customer's agreement or upon termination of a broadband circuit, which has not met the "Circuit Minimum Service "Term", all monthly recurring charges and non-recurring charges shall retroactively be collected.

Credit Allowances shall not apply in the event that MCI's Dedicated Leased Line Service is unavailable due to any of the following:

1. Interruptions on Dedicated Leased Line circuits that are not "Accepted Circuits" where an Accepted Circuit is one that MCI and the Customer have tested and mutually agree is working as ordered.
2. Interruptions caused by the negligence, act, error, or omission of the Customer or others authorized by the Customer to use the Customer's service.
3. Interruptions due to failure of power at the customer premise or failure or poor performance of customer premise equipment.
4. Interruptions during any period in which MCI or its agents are not afforded access to the premises where the access lines associated with the Customer's service originate or terminate.
5. Interruptions during any period when the Customer or user has released service to MCI for maintenance or rearrangement purpose, or for the installation of the Customer's service order.
6. An interruption during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
7. Interruptions resulting from a failure of an underlying local exchange carrier where the local access circuit was not provided by MCI.
8. Interruptions resulting from the Customer's use of services in an unauthorized or unlawful manner.
9. Interruptions resulting from a MCI disconnect for non-payment or an interruption of service resulting from incorrect orders from the Customer.
10. Interruptions during any period when the Customer has made the circuit available to MCI for installation, maintenance or grooming.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

**3.6 Local Exchange Services (Cont'd.)**

**3.6.15 Termination of Service (Cont'd.)**

11. *Force Majeure* events, beyond the reasonable control of MCI, including but not limited to: acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of MCI.

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**SECTION 4 - DESCRIPTION OF RATES AND CHARGES****4.1 Local Exchange Voice Service**

Each exchange or zone is assigned three rate classes for the application of exchange service rates. The Customer will be charged applicable recurring, nonrecurring, and usage charges as specified below.

**4.1.1 Non-Recurring Service Installation Charges****4.1.1.1 Conversion Charge**

This charge is applied to existing Local Exchange Company lines converted to the Company's Service.

Per Line: \$ 5.00

**4.1.1.2 New Line Installation Charge**

This charge is applied to initial new line installations on each order for service. A separate charge will be applied to each new line installed as part of the same order for service.

Initial Installation, per line (establishing service or moving to another premises):

Non-recurring charge: \$ 93.02

Initial Installation, per line (other charges)

Non-recurring charge: \$ 93.02

**4.1.2 Local Access and Usage Charges**

Local Calling Areas are defined in Section 3.1. Per Minute Local Usage Charges are rounded to the next higher three-tenths minute and are subject to a minimum billing of one-tenth minute per call.

The rates shown herein entitle the Customer to local messages to all telephones bearing the designation of any central office of the exchanges or zones included as specified in the associated local service area or extended calling area.

Charges for monthly usage options apply in addition to the charges for dial tone lines.

4.1.2.1 Dial tone lines are available with either basic message rate service, basic measured rate service, or an unlimited monthly usage option, except as otherwise specified in this tariff.

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**SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)****Local Exchange Voice Service (Cont'd)****4.1.2 Local Access and Usage Charges (Cont'd)**

Basic message rate and measured rate services provide for charging on a per-call basis on calls to the local service area with no usage allowance concluded in the monthly rates. Charges per call are as specified in tariff following:

Individual Line

Dial tone line    \$13.00

Usage Charges

Customers can purchase basic local service for a fee consistent with the rates below.

**Local Home Region Usage**

	1st Minute
Zone 1	.027
	Additional
Zone 1	Minute .017
	1st Minute
Zone 2	.027
	Additional
Zone 2	Minute .017

**4.2 Directory Assistance**

Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers. The Customer is provided the Directory Assistance call allowance set forth in Section 3.1.4.2 above.

Directly dialed directory assistance calls for listings within a Customer's LATA in excess of the call allowance-each	\$0.34
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Directly dialed directory assistance calls for Massachusetts listings Outside a Customer's LATA in excess of the call allowance- each	\$0.95
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Calls to directory assistance via a local or MTS operator, in excess of the call allowance-each	\$0.48
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**4.3 [RESERVED FOR FUTURE USE]**


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**SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)****4.4 PBX Interconnect Service****4.4.1 Automatic Identified Outward Dialing (AIOD)**

	<u>Monthly Charges</u>	<u>Non-Recurring Charges</u>
Per PBX trunk line equipped	\$89.77	\$93.02
Service Establishment-One time Charge per PBX trunk group Equipped for AIOD	\$ 5.00	\$ 5.00

When AIOD is furnished on a system equipped for DID, the DID numbers may be used for this purpose. If AIOD is provided without DID, or if AIOD is provided different dial numbers than DID, rates for number assignments as specified in the DID Tariff are applicable.

**4.4.2 Direct Inward Dialing Service (DID)**

	<u>Monthly Charges</u>	<u>Non-Recurring Charges</u>
Per trunk equipped	\$89.77	\$93.02
Per 100 Number Group (or Fraction thereof)		\$1.06

**4.5 Maintenance Visit Service**

Service will be provisioned via available services from the incumbent local exchange carrier (Verizon - Massachusetts). Rates will mirror the Verizon tariff.

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**SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)****4.6 Telecommunications Relay Service (TRS)**

Enables deaf, hard-of hearing, or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. MCI will impose a surcharge to all Customers served by this Company. This surcharge applies regardless of whether or not the access line uses the Massachusetts TRS.

The following surcharge rate applies to all bills:

	<u>Monthly Rate</u>
Per business access line	\$0.12

**4.7 Individual Case Basis**

MCI may furnish a facility and/or service at a rate or charge different from those specified in the Company's tariff. Charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated subscribers on a nondiscriminatory basis and will be provided subject to any applicable Department rules.

**4.8 PBX Service**

	<u>Monthly</u>	<u>Non-Recurring</u>
Message PBX Trunk, first	\$11.31	\$83.25
Message PBX Trunk, additional	\$11.31	\$83.25

**4.9 DS1 Service**

	<u>NRC</u>	<u>MRC</u>
<b>DS1 – PBX Service</b>	\$300.00	\$357.00
<b>DS1 – Transport Service</b>	\$1000.00	
Per link		\$105.40
Per mile		60.00

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**SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)****4.10 DS3 Service**

Service will be provisioned via available services from the incumbent local exchange carrier (Verizon - Massachusetts). Rates will mirror the Verizon tariff.

**4.11 Direct Inward Dial (DID) Service**

<b>DID Numbers</b>	<u>MRC</u>
Block of 100 Numbers	\$1.06

**4.12 ISDN PRI**

<b>ISDN PRI</b>	<u>NRC</u>	<u>MRC</u>
Message In PRI	\$860.00	\$585.00
Caller ID	\$52.00	\$130.00

**4.13 Foreign Exchange**

Service will be provisioned via available services from the incumbent local exchange carrier (Verizon - Massachusetts). Rates will mirror the Verizon tariff.

**4.14 Service Features**

<b>A La Carte Features</b>	<u>MRC</u>
Call Forward	\$5.09
Call Forward Busy Line	\$2.75
Call Forward Don't Answer	\$2.75
Call Forward Busy Line/Don't Answer	\$4.00
Three Way Calling	\$5.09
Speed Call 30	\$6.21
Call Waiting	\$5.40

**4.15 Centrex Service**

Service will be provisioned via available services from the incumbent local exchange carrier (Verizon - Massachusetts). Rates will mirror the Verizon tariff.

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**SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)****4.16 Operator Services**

Local exchange, IntraLATA, and InterLATA [intrastate] calls may be placed on an Operator Assisted basis at usage charges for Operator Assisted calls as set forth in this Tariff.

In addition to the usage charges identified, the following operator-assisted charges will apply:

	Charges For Initial 3 Minutes	Charges For Additional 3 Minutes
Calling Card Customer Dialed	\$ 0.75	\$0.05
Operator Station-to-Station	\$ 1.75	\$0.05
Mechanized Station-to-Station - All types	\$ 1.40	\$0.05
Person-to-Person - All types	\$ 3.50	\$0.05
Collect	\$ 1.75	\$0.05
Bill to Third Number	\$ 1.75	\$0.05

Other Charges:

911 Surcharge, Business Line \$1.50, per line  
 911 Surcharge, per trunk \$8.00, per trunk  
 \$0.50, per line

**4.17 Directory Listing**

	<u>Monthly</u>
Business, each	\$1.81
Nonlisted Telephone Service	\$1.90
Nonpublished Telephone Service	\$1.19

**4.18 Move, Add, Change and Disconnect Charges**

	<u>Non-Recurring</u>
Move or Add, per Line or Analog Trunk	\$25.00
Move or Add, per DS1	\$25.00
Telephone Number Change, per Line, Trunk or DS1	\$25.00
Temporary Suspension Charge, per Line, Trunk or DS1	\$25.00
Restoration of Service, per Line, Trunk or DS1	\$25.00
Billing Name Change, per account	\$25.00
Customer initiated Order Change	\$31.50
Change in Class or Grade of Service Charge	\$37.20

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**SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)**

**4.19 Analog Trunk**

Service will be provisioned via available services from the incumbent local exchange carrier (SNET). Rates will mirror the SNET tariff.

**4.20 Dedicated Leased Line Services**

Service will be provisioned via available services from the incumbent local exchange carrier (SNET). Rates will mirror the SNET tariff.

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SECTION 5 – DESCRIPTION OF SERVICES

- 5.6 Emergency or 9-1-1 Telecommunication Service - All terms and conditions set forth in this Section are applicable to the services as defined in this tariff. When requested by local government authorities Company will provide 9-1-1 Telecommunications service (9-1-1 service) for the purpose of voice reporting emergencies by the public. A Public Safety Answering Point (PSAP) is the answering point for a 9-1-1 call. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAP's answer first; Secondary PSAP's receive calls on a transfer basis only. Any person dialing "9-1-1" from a telephone that is usable for local exchange telephone network access and arranged to provide 9-1-1 service will be automatically connected to the appropriate PSAP for that telephone. For the purposes of this tariff a Responding Agency is an agency that is prepared to provide one or more specific emergency services via calls received from a PSAP. 9-1-1 calls originated from Company's Local Exchange service access facilities shall be completed to the appropriate PSAP without a charge being assessed to the calling party by Company. 9-1-1 Service may be classified as one of two types: Basic service and Enhanced service.
- 5.6.1. Basic 9-1-1 Service provides for routing all 9-1-1 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP that is prepared to receive those calls. Basic 9-1-1 Service has certain inherent features and optional features that may or may not be available with Enhanced 9-1-1 Service.
- 5.6.2. Enhanced 9-1-1 Service provides certain features such as selective routing of 9-1-1 calls to a specific PSAP that is selected from the various PSAP serving Business Customers within that central office area. Enhanced 9-1-1 Service has certain other inherent and optional features that may or may not be available with Basic 9-1-1 Service.
- 5.6.3. The following regulations apply to both basic, and enhanced service, as appropriate:
- A. This offering is limited to the provision and use of the digits "9-1-1" as the Universal Emergency Telephone Number (Code).
  - B. 9-1-1 Service is one-way service only.
  - C. Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits ?9-1-1? or to any other person who may be affected by the dialing of the digits ?9-1-1?. Company's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in the Rules.

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SECTION 5 – DESCRIPTION OF SERVICES5.6 Emergency or 9-1-1 Telecommunication Service (Continued)

5.6.4. LIABILITY - COMPANY IS NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, SUITS, OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED, OR ASSERTED BY THE BUSINESS 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 BUSINESS CUSTOMER OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY (1) MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS IN THE PROVISION OF 911 SERVICE, OR (2) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTAIN, REMOVE, OR USE ANY EQUIPMENT ASSOCIATED WITH PROVIDING 911 SERVICE. NEITHER IS COMPANY RESPONSIBLE FOR ANY INFRINGEMENT OR 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, OR FAILURE TO OPERATE 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 911 SERVICE, AND WHICH ARISE OUT OF THE NEGLIGENCE OR OTHER WRONGFUL ACT OF COMPANY, THE BUSINESS CUSTOMER, ITS USERS, AGENCIES, OR MUNICIPALITIES, OR THE EMPLOYEES OR AGENTS OF ANY ONE OF THEM.

5.7. Tel-Relay Service (TRS) is not provided by Company but may be accessed through the Company network. TRS allows individuals with hearing or speech disabilities to obtain telephone service equivalent to the offering voice users receive. TRS provides the translation between the typed word and the spoke word via a Communication Assistant (CA). The CA, working under non-disclosure, relays communications from individuals with a hearing or speech disability to a hearing individual or vice versa.

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