

TARIFF SCHEDULE GOVERNING
THE PROVISION OF
INTRASTATE LOCAL COMMUNICATIONS SERVICES
FURNISHED BY
McGRAW COMMUNICATIONS, INC.
WITHIN THE
COMMONWEALTH OF MASSACHUSETTS

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services to non-residential customers by McGraw Communications, Inc. ("MCI") within the Commonwealth of Massachusetts. This tariff is on file with the Massachusetts Department of Telecommunications and Energy ("Department"). Copies may be inspected during normal business hours at the Company's principal place of business located at 228 East 45th Street, New York, New York 10017.

Issued: May 4, 2001
Issued by:

Effective: June 3, 2001

John P. Cunningham, McGraw Communications, Inc.
228 East 45th Street. New York. N.Y. 10017

CHECK SHEET

The pages of this Tariff are effective as of the date shown at the bottom of the respective pages(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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CONCURRING, CONNECTING AND PARTICIPATING CARRIERS

Concurring Carriers

None

Connecting Carriers

None

Other Participating Carriers

None

Issued: May 4, 2001
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TARIFF FORMAT

Sheet Numbering. Sheet numbers appear in the upper right hand corner of the sheets. Sheets are numbered sequentially. From time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new sheet added between sheets 5 and 6 would be numbered 5.1.

Sheet Revision Numbers. Revision numbers also appear in the upper right corner of sheets. These numbers are used to determine the most current sheet version on file with the Department. For example, the 4th Revised Sheet No. 24 cancels the 3rd Revised Sheet No. 24.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

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Check Sheet. When a tariff filing is made with the Department, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current one on file with the Department.

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

The following symbols and notations are used in this tariff for the purposes indicated below:

- (R) To signify a reduction.
- (I) To signify an increase
- (C) To signify a changed regulation
- (T) To signify a change in wording of text but no change in rate, rule, or condition.
- (S) To signify a reissued matter
- (M) To signify text relocated without change
- (N) To signify new rate, rule, or condition.
- (D) To signify discontinued material, including but not limited to a listing, rate, rule or regulation
- (Z) To signify a correction

SECTION – 1 DEFINITIONS

Certain terms used throughout this tariff are defined below.

Add/Drop Multiplexing: A multiplexing function that allows lower level signals to be added or dropped from an Optical Carrier (OC) channel.

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

Authorized User: A person, firm or corporation authorized by the Customer or joint user to be connected to the service of the Customer or joint user,

Bit: The smallest unit of information in the binary system of notation.

Company: MCI and any of its concurring, connecting, or other participating carriers joining in this tariff.

Customer: The person, firm or corporation which orders service pursuant to this tariff and is responsible for the payment of charges and compliance with the Company's regulations. "Customer" includes joint and authorized users.

Dedicated Access: An arrangement whereby a Customer or other common carrier uses a dedicated private line facility to access the Company's network.

Department: The Commonwealth of Massachusetts Department of Telecommunications and Energy.

Duplex Service: Service which provides for simultaneous transmission in both directions.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service using an 8XX Service Access Code (i.e., 800, 822, 833, 844, 955, 866, 877, 888 as available) and is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

8XX Service Provider: The term "8XX Service Provider" denotes a telecommunications company including Exchange and Interexchange Carriers, that offer 8XX Service to subscribers.

End Office: The term "end office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated in order to connect them to each other and/or to trunks.

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

SECTION – 1 DEFINITIONS (Cont'd.)

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

Interexchange Carrier (IXC): A long distance company providing service between LATAs.

Joint User: A person, firm or corporation designated by the Customer as a user of an MCI Service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: LATA (Local Access Transport Area) defines the boundary within which most LECs can provide end-to-end service under the Modified Final Judgment under which AT&T divested itself of ownership of most LECs.

LEC: LEC (local exchange company) refers to the dominant, monopoly local exchange carrier in an area also served by the Company, e.g., Verizon.

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

MCI: McGraw Communications, Inc.

Note: Any MCI or Customer location that is capable of performing Add/Drop Multiplexing.

OC-n: Optical Carrier-n. A SONET optical signal transmitted at rates of $n \times 51.840$ Mbps. OC-3 = 155.52 Mbps, OC-12 = 622 Mbps.

Port: A facility, equipment system or subsystem set aside for the sole use of a specific Customer.

Premises: The space occupied by a User in a building or buildings or contiguous property (except railroad rights of way, etc.) not separated by a public street.

Services: The services provided by MCI (the Company) under this tariff.

Shared: A facility, equipment system or subsystem which can be used simultaneously by several Customers.

Signaling Point: The term "Signaling Point" denotes a switch that is capable of supporting SS7 signaling.

SECTION – 1 DEFINITIONS (Cont'd.)

Signaling Point of Interconnection: The term "Signaling Point of Interconnection" denotes the Customer-designated location, in the same LATA as the Company STP, where SS7 signaling information is exchanged between MCI and the Customer.

Signaling Transfer Point: The term "Signaling Transfer Point" or "STP" denotes a signaling point which routes and/or transfers signaling messages through the common channel signaling network.

Synchronous Optical Network (SONET): A set of International standards for fiber-based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing signal approach based on the application of Synchronous Transport Signals.

MCI Communications Service: The term "MCI Communications Service" means any service offered herein.

Type I Circuit: Any circuit, including all electronics, that is carried entirely on the MCI network.

Type II Circuit: Any circuit that is carried partially on the MCI network and partially on the network of another carrier or carriers.

User: An Authorized User, Customer or Joint User at whose Premises the Company furnishes common carrier services under this tariff.

SECTION 2 - GENERAL REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

MCI Communications Service consists of the furnishing of intrastate local and interexchange communications services under this tariff. Communications Service provided under this tariff is subject to the General Regulations stated in this Section.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to the availability of facilities, including facilities the Company may obtain from other carriers, deemed necessary (in the sole discretion of the Company) to furnish service.

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

2.1.3 Liability of the Company

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of its services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the allowances for interruption set forth in Section 2.6. Allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company shall not be liable for any special, consequential, exemplary or punitive damages a Customer, authorized user, User or any third party may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

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

SECTION 2 - GENERAL REGULATIONS (Cont'd.)**2.1 Undertaking of the Company (Cont'd.)****2.1.3 Liability of the Company (Cont'd.)**

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

The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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

The Company shall not be liable for any damages to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with MCI Communications Service.

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

SECTION 2 - GENERAL REGULATIONS (Cont'd.)**2.1 Undertaking of the Company (Cont'd.)****2.1.4 Claims**

The Company shall be indemnified and held harmless by the Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "Claims") arising from the use of the services under this tariff involving:

- A. Claims of third parties, including patrons or Customers of the Customer, authorized user, or User, arising out of, resulting from, or related to use of the Services;
- B. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the Services;
- C. Claims for patent infringement arising from combining or using the facilities and equipment furnished pursuant to this Agreement in connection or in combination with facilities or equipment not furnished by the Company; and
- D. All other Claims arising out of any act or omission of the Customer, authorized user, or User, or Customers or patrons of the Customer, authorized user, or User, in connection with the Services made available to the Customer under this tariff.

The Customer agrees to defend the Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claim.

2.1.5 Installation, Testing, Maintenance and Adjusting

Installation of Company facilities will be charged on a time and materials basis at rates listed in Section 4 as the case may be.

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 at rates listed in Section 4. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer the rates set forth in Section 4 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

SECTION 2 - GENERAL REGULATIONS (Cont'd.)**2.1 Undertaking of the Company (Cont'd.)****2.1.5 Installation, Testing, Maintenance and Adjusting (Cont'd.)**

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Labor Charges as listed in Section 4 for the period of time from (1) when the Company personnel are dispatched to the Customer's premises to (2) when the work is completed. No charge will be imposed if the trouble is actually in the Company facilities, even though not discovered at that time by Company personnel.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by the Company, the Labor Charge listed in Section 5 will apply.

2.1.6 Non-Routine Installation

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

2.1.7 Ownership of Facilities

Title to all facilities provided under this tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in any of the facilities and associated equipment provided by the Company hereunder.

2.1.8 Rights-of-Way

Where economically feasible, the Company shall directly or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide MCI Communications Services. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way up to the point of entry to the Customer's location shall be borne entirely by the Company.

Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by the Customer.

SECTION 2 - GENERAL REGULATIONS (Cont'd.)**2.1 Undertaking of the Company (Cont'd.)****2.1.8 Rights-of-Way (Cont'd.)**

The Customer's use of any rights-of-way (1) shall be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, terms affecting the duration and condemnation of such rights-of-way, and (2) shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it will assist the Company in the procurement and maintenance of such right(s)-of-way.

2.1.9 Services Provided by Other Carriers

The Company shall have no responsibility with respect to billings, charges or disputes relating to services used by the Customer which are not included in the services provided under this tariff including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.1.10 Governmental Authorizations

The provision of MCI Communications Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring its services into conformity with any rules, regulations, orders, decisions, or directives imposed by the Department or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.

2.1.11 Assignment

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without the prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.

SECTION 2 - GENERAL REGULATIONS (Cont'd.)**2.2 Prohibited Uses**

The Company's services shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company's offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a Customer to immediately shut down its transmission of signals if the transmission is causing interference to others.

The Customer may not use the service in a manner which interferes with or impairs service over any of the Company's facilities and associated equipment, or impairs the privacy of communications over such facilities and equipment.

Customer use of any resold service obtained from other service providers shall be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.3 Obligations of the Customer**2.3.1 Customer Responsibilities**

The Customer shall pay all applicable charges as set forth in this tariff.

The Customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user, or the non-compliance by the Customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

SECTION 2 - GENERAL REGULATIONS (Cont'd.)**2.3 Obligations of the Customer (Cont'd.)****2.3.1 Customer Responsibilities (Cont'd.)**

The Customer shall arrange access to any of the rights-of-way, conduit and equipment space which it is responsible for obtaining pursuant to Section 2.1.8 above so that the Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by the Company. Access to such sites shall be made available at a time mutually agreeable to the Customer and the Company. The Customer acknowledges that, when repair work is required to restore Services after interruption, it may be necessary to provide the access on a twenty-four hour, seven day a week basis. The Company shall also have the right to obtain access to cable installed in Customer-provided conduit at any splice or junction box. No allowance for interruption under Section 2.6 will be made for the period during which service is interrupted for such purposes.

The Customer shall make available to the Company such space, power, environmental conditioning and other resources at the Customer's premises as the Company shall request for the provision of service under this tariff.

The Customer shall provide a safe place to work which complies with all laws and regulations regarding working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining pursuant to Section 2.1.8 above, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing its facilities and equipment.

The Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the Services, as specified by the Company, at each Customer termination point, without charge or cost to the Company. The Customer agrees to take good care of premises equipment and building wiring provided by the Company as part of the Services. The Customer agrees to return such equipment and wiring to the Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. The Customer shall bear the risk of any loss or damage to the Company's equipment or wiring located on the Customer's premises, except where such loss or damage is caused by the Company. The Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with applicable laws, rules and regulations and with all applicable lease or other contractual agreements. The Company shall install such wiring and equipment in accordance with reasonable directions from the Customer, as is necessary to comply with lease or other contractual obligations to which the Customer is a party.

The Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit the Customer to comply with its obligations hereunder.

SECTION 2 - GENERAL REGULATIONS (Cont'd.)**2.4 Customer Equipment and Channels****2.4.1 In General**

A Customer may transmit or receive information or signals via the services provided by the Company.

2.4.2 Station Equipment

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

The Customer, authorized user, or joint user is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such Company 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 Company-provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which will be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing the services provided under this tariff and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

MCI Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier.

2.4.4 Interconnection Provisions

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

SECTION 2 - GENERAL REGULATIONS (Cont'd.)**2.4 Customer Equipment and Channels (Cont'd.)****2.4.5 Inspections**

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth in Sections 2.4.2, 2.4.3 and 2.4.4 of this tariff relating to the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do so, the Company may take whatever action it deems necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

2.5 Payment Arrangements**2.5.1 Payment for Service**

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

2.5.2 Taxes and Other Surcharges

The Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, and all contributions required by or made under the auspices of federal, state or local regulatory authority, imposed on or based upon the provision, sale or use of the Services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

2.5.3 Service Date

At such time as the Company completes installation or connection of the necessary facilities and/or equipment to provide MCI Communication Services, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the Customer that such services are available for use. The date of such notice shall be called the "Service Date" and shall be the starting date for billing.

SECTION 2 - GENERAL REGULATIONS (Cont'd.)**2.5 Payment Arrangements (Cont'd.)****2.5.4 Billing and Collection of Charges**

Non-recurring installation charges are billed in advance and are due and payable no later than thirty (30) days after the date of the invoice to the Customer.

Recurring charges are billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice.

Billing starts on the day after the Company notifies the Customer that the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

If any portion of the payment is received by the Company after the payment date as set forth herein preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, 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 payment date times a late payment factor. The late payment factor shall be the lesser of:

- A. the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company, or
- B. 0.000493 per day, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company.

The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 45 days of receipt of each invoice.

In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of Services in the period in question for billing purposes.

2.5.5 Advance Payments

To safeguard its interests, the Company may require the Customer to make an advance payment before services are furnished. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

SECTION 2 - GENERAL REGULATIONS (Cont'd.)**2.5 Payment Arrangements (Cont'd.)****2.5.6 Deposits**

To safeguard its interests, before a service is furnished, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. No interest shall be paid on the deposit, unless otherwise agreed by the Company or required by law. When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.7 Term

The minimum term for any MCI Communications Service shall not be less than twelve (12) months, unless otherwise agreed by the Company. The Customer and the Company may agree to longer minimum terms for particular services.

2.5.8 Discontinuance of Service

If the Customer fails to timely pay any amount required and such failure continues for ten (10) days after written notice thereof to the Customer, or if the Customer fails to comply with any other provision of this tariff and such noncompliance continues for thirty (30) days after written notice thereof to the Customer, then, as to the applicable services, the Company, at its sole option, may elect to pursue one or more of the following courses of action: (i) require immediate payment for all future services hereunder (discounted to present value at 6%), (ii) discontinue existing services, suspend existing services, or refuse to accept orders for additional services, and/or (iii) pursue any other remedies as may be provided at law or in equity. The Company shall incur no liability for such discontinuance, suspension or refusal to accept orders.

If all or any significant portion of the facilities or associated equipment used to provide service to the Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, the Company may elect to terminate service upon written notice to the Customer.

If all or any significant portion of the facilities or associated equipment used to provide the Services to the Customer shall, in the Company's judgment, be made inoperable and beyond economically or technologically feasible repair, the Company shall promptly inform the Customer thereof in writing and the Company may elect to terminate service. Any repairs shall be at the Company's sole expense, except that if such condition is caused by the willful misconduct or negligence of the Customer, authorized user, or joint user, or by the noncompliance of the Customer, authorized user, or joint user with their obligations under this tariff, then such repairs shall be at the Customer's expense.

SECTION 2 - GENERAL REGULATIONS (Cont'd.)**2.5 Payment Arrangements (Cont'd.)****2.5.8 Discontinuance of Service (Cont'd.)**

If the Customer files for bankruptcy or reorganization or fails to discharge an involuntary petition therefor within the time permitted by law, the Company may immediately discontinue or suspend service under this tariff without incurring any liability.

Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies available to it 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 minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

2.5.9 Fractional Charges

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 service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.5.10 Applications for Service

Service is installed and provided upon acceptance by the Company of its standard service contracts completed by the Customer.

2.5.11 Service Cancellations

Cancellation of Service Applications: Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as specified below.

Where the Company incurs any expense in connection with special arrangements, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, 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.

The special charges described above will be calculated and applied on a case-by-case basis.

SECTION 2 - GENERAL REGULATIONS (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.11 Service Cancellations (Cont'd.)

Cancellation of Service Terms: Cancellation of service prior to the completion of a service term for any reason whatsoever other than a service interruption (as defined in Section 2.6 following) shall subject the Customer to payment of the following sums: All costs, fees and expenses reasonably incurred in connection with:

- A. All non-recurring charges specified in the Company's tariffs, plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- C. 100% of all recurring charges specified in the applicable Company Tariff for the balance of the then current term.

Such cancellation charges shall be payable to the Company within 21 days of the effective date of the cancellation or termination under the terms set forth in Section 2.5 preceding.

2.5.12 Moves, Adds and Changes

Upon receipt of written notice from the Customer, the Company will add, delete or change locations or features of specific lines and equipment. The Company shall charge the Customer a non-recurring charge for such service. If more than 10% of the lines and equipment that were installed are deleted, the Customer will be subject to the Company's standard termination charges.

SECTION 2 - GENERAL REGULATIONS (Cont'd.)

2.6 Allowances for Interruptions in Service

A credit allowance will be given on a per line basis for any period during which any line provided under this tariff and/or Company-provided station equipment attached thereto is out-of-service, except as specified below. Out-of-Service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins when the Customer reports a malfunction in service to the Company. A malfunction period ends when the affected line and/or associated station equipment is fully operative.

A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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

Two or more service interruptions of the same type to the same line/equipment of 2 hours or more during any one twenty-four hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any 24-hour period.

Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections.

2.6.1 Interruptions of 24 Hours or Less for Corridor Telecommunications Service

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 4 hours	None
4 hours up to but not including 8 hours	1/3 of a day
8 hours up to but not including 12 hours	1/2 of a day
12 hours up to but not including 16 hours	2/3 of a day
16 hours up to but not including 24 hours	One day

SECTION 2 - GENERAL REGULATIONS (Cont'd.)

2.6 Allowances for Interruptions in Service (Cont'd.)

2.6.2 Interruptions of 24 Hours or Less for Digital Transmission Services and MCILINK Services

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 min	None
30 min - 2 hr 59 min	1/10
3 hr - 5 hr 59 min	1/5
6 hr - 8 hr 59 min	2/5 day
9 hr - 11 hr 59 min	3/5 day
12 hr - 14 hr 59 min	4/5 day
15 hr - 24 hr 59 min	one day

2.6.3 Interruptions Over 24 Hours

Interruptions of more than 24 hours will be credited 4 hours for each 4 hour period or fraction thereof. No more than one full day's credit will be allowed in any 24 hour period. Interruptions of over 24 hours for private line services will be credited 1/5 day for each 3 hour period or fraction thereof. No more than one full day's credit will be allowed in any 24 hour period.

2.6.4 Limitations on Credit Allowances

No credit allowance will be made for:

Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the Company's services;

Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the Company's services;

SECTION 2 - GENERAL REGULATIONS (Cont'd.)**2.6 Allowances for Interruptions in Service (Cont'd.)****2.6.4 Limitations on Credit Allowances (Cont'd.)**

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

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

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

2.7 Joint Use Arrangements

Joint use arrangements are permitted for all services offered under this tariff.

From each joint use arrangement, one member will be designated as the Customer responsible for allocating the joint use of the service. The Company will accept orders to start, rearrange, relocate, or discontinue service only from that Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 3 - 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

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.

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

1. The Company will provide Customers access to all local exchanges or localities in the Eastern LATA and the Western LATA as follows.
2. Local Calling Areas in the Eastern LATA consist of the following exchanges in Massachusetts:

Acton, Amesbury, Andover, Arlington, Ashburnham, Ashby, Assonet, Athol, Attleboro, Auburn, Ayer, Barnstable, Barre, Bellingham, Belmont, Berlin, Beverly, Billerica, Blackstone Locality, Bolton, Boylston, Braintree, Brewster, Bridgewater, Brighton, Brockton, Brookline, Bryantville, Burlington, Buzzards Bay, Cambridge, Canton, Carver, Cataumet, Central Charlestown, Charlton, Chatham, Chelsea, Chilmark, Clinton, Cohasset, Concord, Danvers, Dedham, Dennis, Dighton, Dorchester, Dover, Duxbury, East Boston, East Bridgewater, East Douglas, Easton, Edgartown, Essex, Everett, Fall River, Falmouth, Fitchburg, Foxboro, Framingham, Franklin, Gardner, Georgetown, Gloucester, Grafton, Groton, Hamilton, Hanover, Harvard, Harwich, Haverhill, Hingham, Holden, Holliston, Hopkinton, Hubbardston, Hudson, Hull, Hyannis, Hyde Park, Ipswich, Jamaica Plain, Kingston, Lawrence, Leicester, Leominster, Lexington, Lincoln, Littleton, Lowell, Lunenburg, Lynn, Lynnfield, Malden, Manchester, Mansfield, Marblehead, Marion, Marlboro, Marshfield, Mattapoissett, Maynard, Medfield, Medford, Medway, Melrose, Merrimac, Middeboro, Milford, Millbury, Millis, Milton, Nantucket, Natick, Needham, New Bedford, Newburyport, Newton, North Attleboro, Northborough, North Brookfield, North Reading, North Swansea Locality, Norton, Norwell, Norwood, Oakham, Orange, Orleans, Osterville, Oxford, Peabody, Pepperell, Petersham, Plymouth, Princeton, Provincetown, Quincy, Randolph, Reading, Rehoboth Zone, Revere, Rochester, Rockland, Rockport, Rowley, Roxbury, Rutland, Sagamore, Salem, Saugus, Scituate, Seekonk Locality, Sharon, Shirley, Shrewsbury, Siasconset, Somerville, South Boston, Southbridge, Southgate Locality, Spencer, Sterling, Stoneham, Stoughton, Sturbridge, Sudbury, Taunton, Templeton, Topsfield, Townsend, Tyngsboro, Upton, Uxbridge, Vineyard Haven, Wakefield, Walpole, Waltham, Wareham, Watertown, Wayland, Webster, Wellesley, Wellfleet, Westborough, West Boylston, Westford, Westminster, West Newbury, Westport, Weymouth, Whitinsville, Whitman, Wilmington, Winchendon, Winchester, Winthrop, Woburn, Worcester, Wrentham

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

C. Local Calling Areas (Cont'd)

3. Local Calling Areas in the Western LATA consist of the following exchanges in Massachusetts:

Adams, Amherst, Ashfield, Becket, Belchertown, Bernardston, Blandford, Brimfield, Charlemont, Chester, Chesterfield, Chicopee, Colrain, Conway, Cummington, Dalton, Easthampton, East Longmeadow, Gilbertville, Granville, Great Barrington, Greenfield, Hampden, Hatfield, Hinsdale, Holyoke, Housatonic, Huntington, Lee, Lenox, Longmeadow, Ludlow, Millers Falls, Monroe Bridge Locality, Monson, Montague, North Adams, Northampton, Northfield, Otis, Palmer, Pittsfield, Russell, Sandisfield, Sheffield, Shelburne Falls, South Deerfield, Southwick, Springfield, Stockbridge, Turners Falls, Ware, Warren, Westfield, West Stockbridge, Wilbraham, Williamsburg, Williamstown, Worthington

4. The following outlines calling zones 1 and 2 for each Boston exchange:

Brighton

Zone 1

Arlington, Belmont, Boston Central, Brookline, Cambridge, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Lexington, Malden, Medford, Milton, Needham, Newton, Roxbury, Somerville, SouthBoston, Waltham, Watertown, Wellesley, Winchester

Zone 2

Braintree, Burlington, Canton, Hingham, Hull, Lincoln, Lynn, Melrose, Norwood, Quincy, Randolph, Reading, Revere, Stoneham, Wakefield, Weymouth, Winthrop, Woburn

Boston Central

Zone 1

Arlington, Belmont, Brighton, Brookline, Cambridge, Charlestown, Chelsea, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Malden, Medford, Melrose, Milton, Newton, Quincy, Revere, Roxbury, Saugus, Somerville, South Boston, Watertown, Winthrop

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

C. Local Calling Areas (Cont'd)

4. (Cont'd)

Zone 2

Braintree, Burlington, Canton, Cohasset, Dedham, Hingham, Hull, Lexington, Lincoln, Lynn, Needham, Norwood, Randolph, Reading, Stoneham, Wakefield, Waltham, Wellesley, Weymouth, Winchester, Woburn

Charlestown

Zone 1

Arlington, Belmont, Boston Central, Brighton, Brookline, Cambridge, Chelsea, Dorchester, East Boston, Everett, Jamaica Plain, Malden, Medford, Melrose, Milton, Newton, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Watertown, Winchester, Winthrop

Zone 2

Braintree, Burlington, Canton, Dedham, Hingham, Hull, Hyde Park, Lexington, Lincoln, Lynn, Needham, Norwood, Quincy, Randolph, Reading, Wakefield, Waltham, Wellesley, Weymouth, Woburn

Dorchester

Zone 1

Boston Central, Braintree, Brighton, Brookline, Cambridge, Charlestown, Chelsea, Dedham, East Boston, Everett, Hyde Park, Jamaica Plain, Milton, Newton, Quincy, Revere, Roxbury, Somerville, South Boston, Watertown, Winthrop

Zone 2

Arlington, Belmont, Burlington, Canton, Cohasset, Hingham, Hull, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Needham, Norwood, Randolph, Reading, Stoneham, Wakefield, Waltham, Wellesley, Weymouth, Winchester, Woburn

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

C. Local Calling Areas (Cont'd)

4. (Cont'd)

East Boston

Zone 1

Arlington, Belmont, Boston Central, Brighton, Brookline, Cambridge, Charlestown, Chelsea, Dorchester, Everett, Jamaica Plain, Lynn, Malden, Medford, Melrose, Milton, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Watertown, Winchester, Winthrop

Zone 2

Braintree, Burlington, Cohasset, Dedham, Hingham, Hull, Hyde Park, Lexington, Lincoln, Needham, Newton, Norwood, Quincy, Randolph, Reading, Wakefield, Waltham, Wellesley, Weymouth, Woburn

Hyde Park

Zone 1

Boston Central, Braintree, Brighton, Brookline, Cambridge, Canton, Dedham, Dorchester, Jamaica Plain, Milton, Needham, Newton, Norwood, Quincy, Randolph, Roxbury, South Boston

Zone 2

Arlington, Belmont, Charlestown, Chelsea, East Boston, Everett, Hingham, Hull, Lexington, Lincoln, Malden, Medford, Melrose, Revere, Somerville, Stoneham, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn

Jamaica Plain

Zone 1

Arlington, Belmont, Boston Central, Brighton, Brookline, Cambridge, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hyde Park, Medford, Milton, Needham, Newton, Quincy, Roxbury, Somerville, South Boston, Waltham, Watertown, Winthrop

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

C. Local Calling Areas (Cont'd)

4. (Cont'd)

Zone 2

Braintree, Burlington, Canton, Hingham, Hull, Lexington, Lincoln, Lynn, Malden, Melrose, Norwood, Randolph, Reading, Revere, Stoneham, Wakefield, Wellesley, Weymouth, Winchester, Woburn

Roxbury

Zone 1

Arlington, Belmont, Boston Central, Brighton, Brookline, Cambridge, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Malden, Medford, Milton, Newton, Quincy, Revere, Somerville, South Boston, Watertown, Winthrop

Zone 2

Braintree, Burlington, Canton, Cohasset, Hingham, Hull, Lexington, Lincoln, Lynn, Melrose, Needham, Norwood, Randolph, Reading, Stoneham, Wakefield, Waltham, Wellesley, Weymouth, Winchester, Woburn

South Boston

Zone 1

Arlington, Belmont, Boston Central, Brighton, Brookline, Cambridge, Charlestown, Chelsea, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Malden, Medford, Milton, Newton, Quincy, Revere, Roxbury, Somerville, Watertown, Winthrop

Zone 2

Braintree, Burlington, Canton, Cohasset, Dedham, Hingham, Hull, Lexington, Lincoln, Lynn, Melrose, Needham, Norwood, Randolph, Reading, Stoneham, Wakefield, Waltham, Wellesley, Weymouth, Winchester, Woburn

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.

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 conform 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.

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.

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

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

Issued: May 4, 2001
Issued by:

Effective: June 3, 2001

John P. Cunningham, McGraw Communications, Inc.
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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.3 DS3 Service (Cont'd.)

3.3.1 Basic Channel Description (Cont'd.)

3.3.1.2 Technical Specifications Packages

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

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.3 DS3 Service (Cont'd.)

3.3.1 Basic Channel Description (Cont'd.)

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.

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

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 uninterruptible 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

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.

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.

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 Service3.6.14.1 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.

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 as follows:

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

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.

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.

Issued: May 4, 2001
Issued by:

Effective: June 3, 2001

John P. Cunningham, McGraw Communications, Inc.
228 East 45th Street, New York, N.Y. 10017

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.

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

Directly dialed directory assistance calls for Massachusetts listings Outside a Customer's LATA in excess of the call allowance- each \$0.95

Calls to directory assistance via a local or MTS operator, in excess of the call allowance-each \$0.48

4.3 [RESERVED FOR FUTURE USE]

Issued: May 4, 2001
Issued by:

Effective: June 3, 2001

John P. Cunningham, McGraw Communications, Inc.
228 East 45th Street, New York, N.Y. 10017

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.

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>
DS1 – PBX Service	\$300.00	\$357.00
DS1 – Transport Service	\$1000.00	
Per link		\$105.40
Per mile		60.00

Issued: May 4, 2001
Issued by:

Effective: June 3, 2001

John P. Cunningham, McGraw Communications, Inc.
228 East 45th Street, New York, N.Y. 10017

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

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

4.12 ISDN PRI

ISDN PRI	<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

A La Carte Features	<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.

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 <u>3 Minutes</u>	Charges For Additional <u>3 Minutes</u>
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

Issued: May 4, 2001
Issued by:

Effective: June 3, 2001

John P. Cunningham, McGraw Communications, Inc.
228 East 45th Street, New York, N.Y. 10017

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 (Verizon - Massachusetts). Rates will mirror the Verizon tariff.

4.20 Dedicated Leased Line Services

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

Issued: May 4, 2001
Issued by:

Effective: June 3, 2001

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