

INTRASTATE SERVICES TARIFF

This West Telecom Services, LLC Massachusetts D.T.C. Tariff No. 3 replaces in its entirety Hypercube Telecom, LLC Massachusetts D.T.C. Tariff No. 1 currently on file with the Department. Hypercube Telecom, LLC is now known as West Telecom Services, LLC.

WEST TELECOM SERVICES, LLC

3200 West Pleasant Run Road, Suite 300
Lancaster, TX 75146

INTRASTATE SERVICES TARIFF

This tariff contains the description, regulations and rates for the furnishing of facilities-based local exchange and resold local exchange and interexchange telecommunications services provided by West Telecom Services, LLC, throughout the Commonwealth of Massachusetts. The principal offices of West Telecom Services, LLC are located at: 3200 West Pleasant Run Road, Suite 300, Lancaster, TX 75146. This tariff is on file with the Massachusetts Department of Telecommunications and Cable. Copies may be inspected during normal business hours at the Company's principal place of business at 3200 West Pleasant Run Road, Suite 300, Lancaster, TX 75146.

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 INTRASTATE SERVICES TARIFF

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

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

* - indicates those pages included with this filing

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SYMBOLS

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

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in a rate
- (M) - To signify text or rates relocated without change
- (N) - To signify a new rate or regulation or other text
- (R) - To signify a reduction in a rate
- (S) - To signify reissued regulations
- (T) - to signify a change in text but no change in rate
- (Z) - To signify a correction

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TARIFF FORMAT

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

INTRASTATE SERVICES TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of intrastate telecommunications, services by West Telecom Services, LLC. ("West Telecom Services, LLC" or "Company") to business Customers within the Commonwealth of Massachusetts.

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INTRASTATE SERVICES TARIFF

SECTION 1 - DEFINITIONS**1.1 Definitions**

Certain terms used generally throughout this tariff are defined below:

Advance Payment - The payment required before the start of service.

Authorized User - A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Commonwealth - Massachusetts.

Company - West Telecom Services, LLC, unless specifically stated otherwise.

Customer or Subscriber - The person, firm or corporation which orders intrastate common carrier 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 Service - An arrangement whereby a Customer or other common carrier uses a dedicated private line facility to access the Company's network.

Department - Massachusetts Department of Telecommunications and Energy.

Interruption - The inoperability of the subscriber line due to Company facilities malfunction or human error.

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

Local Exchange Carrier or ("LEC") - Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

INTRASTATE SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

User or End User - A Customer, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

- A. The services of the Company consist of the furnishing of data transport services throughout the Commonwealth of Massachusetts pursuant to this general tariff offering of service to the general public. In furnishing facilities and services, the Company does not undertake to transmit voice messages, but furnishes the use of its facilities to its Customers for data communications.
- B. The Company's local service territory mirrors certain of the local exchange boundaries and local calling areas of the incumbent carrier, as outlined in Section 4.1 of this tariff. The Company resells the long distance services of underlying carriers whose networks are deployed throughout the Commonwealth.
- C. The services offered herein may be used for any lawful purpose, including business, governmental or other use. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations herein.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.1 Scope, (Cont'd.)**

- D. Company 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 any tariffs of such other communications carriers which are applicable to such connections.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control including but not limited to acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action or request of the United States government or of ally 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, lock-outs, work stoppages, or other labor difficulties.
- B. The furnishing of service under this tariff is subject to the availability of a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's data transport facilities, as well as, from time to time and at the sole discretion of the Company, facilities the Company may obtain from other carriers.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Ownership of Facilities**

Title to all facilities and equipment, and related plans and proposals, provided by Company in furnishing service in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in the data transport or other facilities and associated equipment, plans or proposals provided by the Company. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period (but in any event not more than fifteen (15) days following the request, in as good condition as reasonable wear will permit.

2.1.4 Governmental Authorizations

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by Company. Such authorizations may include but are not limited to governmental approvals, consents, licenses, franchises, and permits. Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other federal, state or local governing entity or agency. Customer shall fully cooperate in and take any action as may be requested by Company to comply with such governmental requirement.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Rights-of-Way**

Where economically feasible (in the sole opinion of the Company), Company shall use reasonable efforts to obtain and maintain, directly or through third parties, rights-of-way necessary for installation of the facilities used to provide Company's services to Customer's property line, building entrance, or other service point as agreed to by Company. Customers use of such rights-of-way shall in all respects be subject to the between the Company and such third parties relating thereto, and shall not regulation or restriction.

2.1.6 Customer Service

The Company's customer service representatives for billing and service inquiries may be reached, toll free at (866) 905-1735. Customers wishing to communicate with the Company in writing may send correspondence to 3200 W. Pleasant Run Road, Suite 300, Lancaster, TX 75146

2.1.7 Term of Service

The minimum term of service under this tariff is one month. Service is provided 24 hours per day, 7-days per week. For purposes of this tariff, a month is considered to have 30 days.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.2 Liability of the Company

- 2.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of allowances as set forth in section 2.3 of this tariff captioned: "Allowances for Interruptions in Service." The extension of such allowances for interruption shall be the sole remedy of the Customer, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.2.2 The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action or request of the United States government 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, lock-outs, work stoppages, or other labor difficulties.
- 2.2.3 The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.2 Liability of the Company, (Cont'd.)**

- 2.2.4 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.
- 2.2.5 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 liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.
- 2.2.6 The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.
- 2.2.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's use of the Company's facilities.
- 2.2.8 The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. Any claim, action or proceeding against the Company which is not filed or commenced within one (1) year after the earlier of: (a) the rendering of the service, or (b) the occurrence of the event with respect to which such claim arose, shall be deemed waived if not brought within such one year period.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.2 Liability of the Company, (Cont'd.)**

2.2.9 With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service, or (b) the sum of \$1,000.00.

2.2.10 In the event parties other than the Customer, including but not limited to joint users and Customer's customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

2.2.11 Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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

2.3 Allowances for Interruptions in Service

At the Customer's request, a credit allowance for Continuous interruptions of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.3 Allowances for Interruptions in Service, (Cont'd.)****2.3.1 Credit for Interruptions**

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable to the Customer.
- B. A credit allowance will be made for continuous interruption periods lasting twenty-four (24) hours or longer. An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative. If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.
- C. A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by the Customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.3 Allowances for Interruptions in Service, (Cont'd.)****2.3.1 Credit for Interruptions, (Cont'd.)**

- D. For calculating credit allowances, every month is considered to have 30 days. A credit allowance will be calculated for any continuous service interruption lasting twenty-four (24) hours or longer on the basis of the proportion of interrupted minutes to total monthly minutes.
- E. In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.3.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to noncompliance with this tariff on the part of the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer, other user, or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. periods of impaired service during which the Customer continues to use the service;

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.3 Allowances for Interruptions in Service, (Cont'd.)****2.3.2 Limitations on Allowances, (Cont'd.)**

- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruptions of service during scheduled maintenance, after reasonable notice to the Customer;
- H. interruptions of service resulting from the failure, malfunction or removal of facilities, power or equipment provided by the Customer; or
- I. interruptions of service due to circumstances or causes beyond the control of Company, or interruptions the credit allowance for which would amount to less than one dollar.

2.4 Obligations of the Customer**2.4.1 Scope**

The obligations of the Customer shall include the following:

- A. Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or its employees, agents, contractors or suppliers, by Customer's noncompliance with this tariff, by malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers, or by fire, theft or other casualty on the Customer's premises, unless caused by the gross negligence or willful misconduct of Company's employees or agents.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.1 Scope, (Cont'd.)**

- B. The Customer shall provide at no cost to, and, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company facilities and equipment installed on the Customer's premises. The Customer shall cooperate with Company in choosing the location, size and characteristics of the Company's equipment space on the Customer's premises, which shall define the point of termination of the Company's service. Customer may be required to pay, in the sole discretion of the Company, additional nonrecurring charges for any additional points of termination within the Customer's premises.

- C. The Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of the Company facilities from the building entrance or property line to the location of the Company's equipment space on the Customer's premises. Any costs associated with obtaining and maintaining the rights-of-way described herein, including any necessary building modification costs, shall be borne entirely by the Customer. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the Company facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.1 Scope, (Cont'd.)**

- D. The Customer shall provide a safe place to work and be responsible for complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents install or maintain the Company's facilities and equipment. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to, during and after any construction or installation work. the Customer may be required to install and maintain Company facilities and equipment if, in the Company's opinion, the equipment space provided by the Customer is a hazardous area.

- E. The Customer shall grant or obtain permission for Company employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to the Company's facilities.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.1 Scope, (Cont'd.)**

- F. The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to Company equipment and facilities, and for ensuring that such Customer-provided equipment is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such Customer-provided equipment shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of Customer-provided equipment that is or is proposed to be attached to the Company's facilities. The Company may provide, at the Customer's expense, any additional protective equipment required in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- G. The Customer warrants that the services ordered pursuant to this tariff are intrastate in nature.
- H. The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.2 Payments**

Obligations of the Customer with regard to payments shall include:

- A. The Customer shall be responsible for payment of all applicable charges pursuant to this tariff for facilities and service furnished to the Customer or to authorized or joint users or to the Customer's customers. Company's services are provided on a "take or pay" basis, that is, the Customer is responsible for the applicable charges for services as ordered, whether or not the Customer actually uses all or part of those services or capacity.
- B. The Customer shall pay all sales, use, excise, access, bypass or other local, state and Federal taxes, fees (including franchise fees), charges or surcharges, however designated, imposed on or based on the provision, sale or use of the Company's services, excluding gross receipts taxes and taxes on the Company's net income. Such taxes shall be separately stated on the Customer's invoice.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.2 Payments, (Cont'd.)**

- C. The Customer shall pay outstanding charges in full within 15 days of the invoice date. Any charges not paid in full within 15 days after the due date indicated on the billing statement may be subject to a late fee of 1.5% of the net total of the bill. At the end of the initial subsequent billing period, an additional charge of 1.5% of any remaining unpaid amount may be assessed on the Customer. Thereafter, a further additional charge of 2% of any portion of the original unpaid amount may be assessed, provided that the sum total of all late fees assessed does not exceed 5%. In the event of a Company billing error or omission, the Customer shall be responsible for any back billing invoiced by the Company within 2 years of the original date of service.

- D. The Customer agrees that the Company may conduct an independent verification of Customer's financial condition at any time, and the Customer agrees to promptly supply such financial information as may be reasonably requested by the Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time the Company may require that the Customer pay its bills with-in a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.

- E. If required by the Company, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may, in its sole discretion, require such an advance payment, which may be in addition to a deposit.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.2 Payments, (Cont'd.)**

- F. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.
- G. If required by the Company, the Customer shall make a deposit before a service is furnished or continues to be held as a guarantee for the payment of charges. The Company may require such a deposit, which may be in addition to an advance payment, if the Company considers this action necessary to safeguard its interests. A deposit shall not relieve the Customer of the responsibility for prompt payment of bills on presentation. Deposits held for more than six months will accrue interest at a rate equal to the amount paid on a two year United States Treasury rate for the twelve preceding months ended December 31 as required by Department rules without any deductions for any taxes on such deposits. Interest is credited to the Customer annually or upon termination of service. Interest will not accrue on any deposit after the date on which reasonable effort has been made by the Company to return the deposit to the Customer. Any deposits collected will be maintained in a Massachusetts bank in compliance with the Department's rules. At any time, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit plus interest will be applied to the Customer's account and any credit balance remaining will be refunded.

2.4.3 Indemnification

With respect to any service or facility provided by the Company, or otherwise in the event of Customer's breach of any of the provisions of this tariff, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees, and

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.4 Obligations of the Customer, (Cont'd.)****2.4.3 Indemnification, (Cont'd.)**

- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff for any agreement between the Customer and the Company.

2.4.4 Third Party Vendor Charges

For the avoidance of doubt and notwithstanding any other provision in this tariff or other Customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by the Company, the Customer shall be responsible for and reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon the Company relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnifies the Company for all Third Party Charges and agrees to defend and hold the Company harmless for all damages, losses, claims or judgments arising out of any Third Party Charges.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.5 Cancellation of Service**

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees and expenses incurred by the Company in connection with construction and with such termination. In addition, the Customer may be liable for termination charge up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value at six percent).

2.6 Discontinuance of Service

2.6.1 If the Customer fails to timely pay any regulated amount owed to the Company and such failure continues for fifteen (15) days after the Company has provided the Customer with written notice via first class U.S. mail stating the reason for discontinuance, the Company may, by five (5) days, excluding Sundays and holidays, advance written notice via first class mail to the Customer, discontinue or suspend service, reject additional applications for service and/or refuse to complete any pending orders for service without incurring any liability, and/or pursue any other remedies as may be provided at law or in equity. The Customer will be given the opportunity to make full payment of all disputed charges, and in no event will service be discontinued on the day preceding any day on which the Company is not prepared to accept payment of the amount due and to reconnect service.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

- 2.6.2 If the Customer violates any other material term or condition for the furnishing of service or any law, rule or regulation governing the services provided hereunder, and such violation continues for thirty (30) days after written notice thereof to the Customer, the Company may, by 5 days advance written notice via first class mail to the Customer, discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability, and/or pursue any other remedies as may be provided at law or in equity. The Customer hereby waives such thirty-day notice requirement in the case of any violation which, in the sole opinion of the Company, if allowed to continue may result in damage to property, injury or death of any person, or impairment of the operation of Company's facilities or which may otherwise expose the Company to civil or criminal liability.
- 2.6.3 Upon the Company's discontinuance of service to the Customer under section 2.6.1 or 2.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provisions of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term of service specified in the service order to be immediately due and payable (discounted to present value at six percent).
- 2.6.4 Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, or an assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer, the Company may, in addition to any other remedy available at law or in equity, immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.6 Discontinuance of Service, (Cont'd.)**

2.6.5 Upon condemnation of any significant portion of the facilities or associated equipment used by the Company to provide service to the Customer or if a casualty renders all or any significant portion of such facilities or equipment inoperable beyond feasible repair, the Company may discontinue or suspend service, refuse additional orders for service and/or refuse to complete any pending orders for service upon notice to the Customer, without incurring any liability.

2.6.6 Upon any governmental prohibition or required alteration of the services provided or ordered, or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

2.7 Changes in Equipment and Services

2.7.1 The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to the Customer's service order.

2.7.2 The Customer shall not cause or allow any facility or equipment of Company to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.7 Changes in Equipment and Services, (Cont'd.)**

2.7.3 Upon receipt of a written request from the Customer, the Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such changes. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to the Company's termination charges.

2.8 Prohibited Uses

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

2.8.2 The Customer shall not use the Company's service offerings for resale and/or for shared use unless, if requested to do so by the Company, the Customer has first demonstrated that such use complies with relevant laws, regulations, policies, orders, decisions and other governmental or legal requirements.

2.8.3 The Customer may not use the Company's services so as to interfere with or impair any other service or impair the privacy of any communications over any of the Company's facilities and associated equipment or over the facilities and equipment of any other communications carrier connected to the Company's facilities.

2.8.4 The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.9 Assignment**

2.9.1 The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.9.2 The Customer may, upon prior written consent of the Company, assign its rights, privileges or obligations under this tariff to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of Customer. Any attempt of the Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company shall be null and void.

2.10 License, Agency or Partnership

No license, express or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Company jointly participates in the Customer's joint user's services. 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, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

INTRASTATE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**2.11 Proprietary Information**

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.12 Promotions

The Company reserves the right, from time to time, to provide promotional offerings. The Company will notify Department prior to effective date of promotions.

2.13 Waiver of Nonrecurring Charges

The Company reserves the right to waive nonrecurring charges for moves, additions, and deletions.

2.14 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in the timeframe specified in Section 2.4.2. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.14.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.14.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Massachusetts Department of Telecommunications and Cable. The address of the Department is:

One South Station
Boston, Massachusetts 02110
(617) 305-3500

2.15 Taxes

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange or long distance telecommunications service.

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SECTION 3 – SERVICE DESCRIPTIONS**3.1 General**

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- receive calls from other stations on the public switched telecommunications network;
- access other services offered by the Company as set forth in this tariff;
- access certain interstate and international calling services provided by the Company;
- access (at no additional charge) the Company's operators and business office for service related assistance;
- access (at no additional charge) emergency services by dialing 0- or 911; and
- access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

Basic Line Service

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SECTION 3 – SERVICE DESCRIPTIONS, (CONT'D.)

3.2 Basic Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features.

Nonrecurring and monthly recurring rates per Basic Line apply as follows:

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
<u>On-Net Services</u>		
<u>Basic Local Exchange Service</u>		
<u>Flat Rate Service</u>		
1 st Line	Reserved For Future Use	
Each Addl. Line	Reserved For Future Use	
<u>Measured Rate Service</u>		
1 st Line	Reserved For Future Use	
Each Addl. Line	Reserved For Future Use	
<u>Expanded Local Exchange Service</u>		
<u>Flat Rate Service</u>		
1 st Line	Reserved For Future Use	
Each Addl. Line	Reserved For Future Use	
<u>Measured Rate Service</u>		
1 st Line	Reserved For Future Use	
Each Addl. Line	Reserved For Future Use	

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 INTRASTATE SERVICES TARIFF

SECTION 4 – LOCAL CALLING AREAS

4.1 Local Calling Areas

The local area of each exchange or locality includes all the central offices and localities of the exchange. The local calling areas consist of contiguous exchanges within the Local Access and Transport Area (LATA), and certain additional exchanges and localities.

4.1.1 Calling Areas for Metropolitan Boston Exchange

The Company provides telecommunications services to Customers in the following Metropolitan Boston Exchanges:

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Arlington	Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Milton, Maiden, Medford, Melrose, Needham, Newton, Norwood, Quincy, Reading, Revere, Roxbury Saugus, Somerville, South Boston, Stoneham Wakefield, Waltham, Watertown, Wellesley, Winchester, Winthrop, Woburn
Belmont	Arlington, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Maiden, Medford, Melrose, Milton, Needham Newton, Norwood, Quincy, Reading, Revere, Roxbury, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Winchester, Woburn

 INTRASTATE SERVICES TARIFF

SECTION 4 – LOCAL CALLING AREAS, (CONT'D.)

4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Braintree	Arlington, Belmont, Boston Central, Brighton, Brookline, Cambridge, Canton, Charlestown, Chelsea, Cohasset, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Malden, Medford, Milton, Needham, Newton, Norwood, Quincy, Randolph, Revere, Roxbury, Somerville, South Boston, Watertown, Wellesley, Weymouth, Winthrop
Brighton	Arlington, Belmont, Boston Central, Braintree, Brookline, Burlington, Cambridge, Canton, Charleston, Chelsea, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy Randolph, Reading, Revere, Roxbury, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn
Brookline	Arlington, Belmont, Boston Central, Braintree, Brighton, Burlington, Cambridge, Canton, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Reading, Revere, Roxbury, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn

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4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Cambridge	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Canton, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Maiden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Reading, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn
Canton	Boston Central, Braintree, Brighton, Brookline, Cambridge, Charlestown, Dedham, Dorchester, Hingham, Hyde Park, Jamaica Plain, Milton, Needham, Newton, Norwood, Quincy, Randolph, Roxbury, Sharon, South Boston, Stoughton Waltham, Watertown, Wellesley, Weymouth
Boston Central	Arlington, Belmont, Braintree, Brighton, Brookline, Burlington, Cambridge, Canton, Charlestown, Chelsea, Cohasset, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy Randolph, Reading, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn

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SECTION 4 – LOCAL CALLING AREAS, (CONT'D.)

4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Charlestown	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Canton, Chelsea, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Maiden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Reading, Revere, Roxbury Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn
Chelsea	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Charlestown, Cohasset, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Quincy Randolph, Reading, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn
Cohasset	Boston Central, Braintree, Chelsea, Dorchester, East Boston, Hingham, Hull, Milton, Quincy Randolph, Revere, Roxbury, Scituate, South Boston, Weymouth, Winthrop
Dedham	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Canton, Cambridge, Charlestown, Chelsea, Dorchester, Dover, East Boston, Everett, Hingham, Hyde Park, Jamaica Plain, Hull, Lexington, Lincoln, Malden, Medford, Melrose, Milton, Quincy, Needham, Newton, Norwood, Randolph, Revere, Roxbury, Somerville, South Boston, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop

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4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Dorchester	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Canton, Cambridge, Charlestown, Chelsea, Cohasset, Dedham, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Reading, Revere, Roxbury, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn
East Boston	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Cohasset, Dedham, Dorchester, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Reading, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn
Everett	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Quincy, Reading, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth Winchester, Winthrop, Woburn

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4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Hingham	Boston Central, Braintree, Brighton, Brookline, Cambridge, Canton, Charlestown, Chelsea, Cohasset, Dedham, Dorchester, East Boston, Everett, Hull, Hyde Park, Jamaica Plain, Lynn, Malden, Milton, Norwood, Quincy, Rockland, Randolph, Revere, Roxbury, Scituate, Somerville, South Boston, Weymouth, Winthrop
Hull	Boston Central, Braintree, Brighton, Brookline, Cambridge, Charlestown, Chelsea, Cohasset, Dedham, Dorchester, East Boston, Everett, Hingham, Hyde Park, Jamaica Plain, Lynn, Malden, Medford, Melrose, Milton, Quincy, Randolph, Revere, Roxbury, Somerville, South Boston, Weymouth, Winthrop
Hyde Park	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Cambridge, Canton, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Jamaica Plain, Lexington, Lincoln, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Revere, Roxbury, Somerville, Stoneham, South Boston, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn
Jamaica Plain	Arlington, Belmont, Braintree, Boston Central, Brighton, Brookline, Burlington, Cambridge, Carlton, Charleston, Chelsea, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Reading, Revere, Roxbury, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn

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4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Lexington	Arlington, Belmont, Billerica, Boston Central, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Concord, Dedham, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Reading, Revere, Roxbury, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Winchester, Winthrop, Woburn
Lincoln	Arlington, Belmont, Boston Central, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Concord, Dedham, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Lexington, Malden, Medford, Melrose, Needham, Newton, Reading, Revere, Roxbury, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wayland, Wellesley, Winchester, Woburn
Malden	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Medford, Melrose, Milton, Needham, Newton, Quincy, Reading, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn

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4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Medford	Arlington, Belmont, Boston Central, Braintree, Brighton, Brook-Line, Burlington, Cambridge, Charleston, Chelsea, Dedham, Dorchester, East Boston, Everett, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Melrose, Milton, Needham, Newton, Quincy Reading, Revere, Roxbury Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Winchester, Winthrop, Woburn
Melrose	Arlington, Belmont, Boston Central, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Milton, Needham, Newton, Quincy, Reading, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley Winchester, Winthrop, Woburn
Milton	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Cambridge, Canton, Charlestown, Chelsea, Cohasset, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lynn, Malden, Medford, Melrose, Needham, Newton, Norwood, Quincy, Randolph, Revere, Roxbury, Somerville, South Boston, Stoneham, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn

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4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Needham	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Canton, Charlestown, Chelsea, Dedham, Dorchester, Dover, East Boston, Everett, Hyde Park, Jamaica Plain, Lexington, Lincoln, Malden, Medford, Melrose, Milton, Newton, Norwood, Quincy, Randolph, Revere, Roxbury, Somerville, South Boston, Stoneham, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn
Newton	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Canton, Charlestown, Chelsea, Dedham, Dorchester, Hyde Park, East Boston, Everett, Jamaica Plain, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Norwood, Quincy Randolph, Reading, Revere, Roxbury, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Winchester, Winthrop, Woburn
Norwood	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Cambridge, Canton, Charlestown, Dedham, Dorchester, Dover, East Boston, Hyde Park, Jamaica Plain, Milton, Needham, Newton, Quincy, Randolph, Roxbury, Sharon, Somerville, South Boston, Walpole, Waltham, Watertown, Wellesley, Weymouth
Quincy	Arlington, Belmont, Boston Central, Brighton, Braintree, Brookline, Cambridge, Canton, Charles-Town, Chelsea, Cohasset, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Randolph, Revere, Roxbury, Somerville, South Boston, Stoneham, Waltham, Watertown, Wellesley, Weymouth Winchester, Winthrop

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4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Randolph	Boston Central, Braintree, Brighton, Brockton, Brookline, Cambridge, Canton, Charlestown, Chelsea, Cohasset, Dedham, Dorchester, East Boston, Hingham, Hull, Hyde Park, Jamaica Plain, Milton, Needham, Newton, Norwood, Quincy, Rockland, Roxbury, Somerville, South Boston, Stoughton, Watertown, Wellesley, Weymouth, Winthrop
Reading	Arlington, Belmont, Boston Central, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Dorchester, East Boston, Everett, Jamaica Plain, Lexington, Lincoln, Lynn, Lynnfield, Malden, Medford, Melrose, Newton, North Reading, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wilmington, Winchester, Winthrop, Woburn
Revere	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Cohasset, Dedham, Dorchester, Last Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Quincy, Reading, Roxbury, Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn

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SECTION 4 – LOCAL CALLING AREAS, (CONT'D.)

4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Roxbury	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Canton, Charlestown, Chelsea, Cohasset, Dedham, Dorchester, East Boston, Everett, Hyde Park, Hingham, Hull, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Reading, Revere, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn
Somerville	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Reading, Revere, Roxbury, Saugus, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth Winchester, Winthrop, Woburn
South Boston	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Canton, Charlestown, Chelsea, Cohasset, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy Randolph, Reading, Revere, Roxbury, Somerville, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Winthrop, Woburn

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SECTION 4 – LOCAL CALLING AREAS, (CONT'D.)

4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Stoneham	Arlington, Belmont, Boston Central, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Quincy, Roxbury, Reading, Revere, Saugus, Somerville, South Boston, Wakefield, Waltham, Watertown, Wellesley, Winchester, Woburn, Winthrop
Wakefield	Arlington, Belmont, Boston Central, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Dorchester, East Boston, Everett, Jamaica Plain, Lexington, Lincoln, Lynn, Lynnfield, Malden, Medford, Melrose, Newton, Reading, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Waltham, Watertown, Winchester, Winthrop, Woburn
Waltham	Arlington, Belmont, Boston Central, Brighton, Brookline, Burlington, Cambridge, Canton, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Lexington, Lincoln, Malden, Medford, Melrose, Milton, Natick, Needham, Newton, Norwood, Quincy, Reading, Revere, Roxbury, Somerville, South Boston, Stoneham, Wakefield, Watertown, Wayland, Wellesley, Winchester, Winthrop, Woburn
Watertown	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Canton, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Norwood, Quincy, Randolph, Reading, Revere, Roxbury, Somerville, South Boston, Stoneham, Wakefield, Waltham, Wellesley, Winchester, Winthrop, Woburn

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4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Wellesley	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Cambridge, Canton, Charlestown, Chelsea, Dedham, Dorchester, Dover, East Boston, Everett, Hyde Park, Jamaica Plain, Lexington, Lincoln, Malden, Medford, Melrose, Milton, Natick, Needham, Newton, Norwood, Quincy Randolph, Revere, Roxbury, Somerville, South Boston, Stoneham, Waltham, Watertown, Winchester, Winthrop, Woburn
Weymouth	Boston Central, Braintree, Brighton, Brookline, Cambridge, Canton, Charlestown, Chelsea, Cohasset, Dedham, Dorchester, East Boston, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Malden, Milton, Needham, Norwood, Quincy, Randolph, Revere, Rockland, Roxbury, Somerville, South Boston, Winthrop
Winchester	Arlington, Belmont, Boston Central, Brighton, Brookline, Burlington, Cambridge, Charlestown, Chelsea, Dedham, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Lincoln, Lexington, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Quincy, Reading, Revere, Roxbury, Saugus, Somerville, Stoneham, South Boston, Wakefield, Waltham, Watertown, Wellesley, Winthrop Woburn
Winthrop	Arlington, Belmont, Boston Central, Braintree, Brighton, Brookline, Burlington, Dorchester, East Boston, Cohasset, Dedham, Everett, Hingham, Hull, Hyde Park, Jamaica Plain, Lexington, Lynn, Malden, Medford, Melrose, Milton, Needham, Newton, Quincy Randolph, Reading, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Winchester, Woburn

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SECTION 4 – LOCAL CALLING AREAS, (CONT'D.)

4.1 Local Calling Areas, (Cont'd.)

4.1.1 Calling Areas for Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Woburn	Arlington, Belmont, Boston Central, Brighton, Brookline, Burlington, Cambridge, Charleston, Chelsea, Dorchester, East Boston, Everett, Hyde Park, Jamaica Plain, Lexington, Lincoln, Lynn, Maiden, Medford, Melrose, Milton, Needham, Newton, Reading, Revere, Roxbury, Saugus, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Wilmington, Winchester, Winthrop

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SECTION 4 – LOCAL CALLING AREAS, (CONT'D.)

4.1 Local Calling Areas, (Cont'd.)

4.1.2 Calling Areas Outside Metropolitan Boston Exchange

The Company provides telecommunications service to Customers in the following exchanges outside of the Metropolitan Boston area:

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Acton	Concord, Harvard, Littleton, Maynard, Westford
Andover	Lawrence, Lowell, North Reading, Wilmington
Attleboro	Mansfield, North Attleboro, Norton, Rehoboth Zone, Southgate Locality
Beverly	Danvers, Hamilton, Manchester, Peabody, Salem
Billerica	Burlington, Concord, Lexington, Lowell, Wilmington
Brewster	Dennis, Harwich, Orleans
Bridgewater	Brockton, Bryantville, East Bridgewater, Middleboro, Taunton
Brockton	Bridgewater, East Bridgewater, Easton, Randolph, Rockland, Stoughton, Taunton, Whitman

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SECTION 4 – LOCAL CALLING AREAS, (CONT'D.)

4.1 Local Calling Areas, (Cont'd.)

4.1.2 Calling Areas Outside Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Bryantville	Bridgewater, East Bridgewater, Hanover, Kingston, Middleboro, Whitman
Burlington	Arlington, Belmont, Billerica, Boston Central, Brighton, Brookline, Cambridge, Charleston, Chelsea, Dorchester, East Boston, Everett, Jamaica Plain, Lexington, Lincoln, Malden, Medford, Melrose, Needham, Newton, Reading, Revere, Roxbury, Somerville, South Boston, Stoneham, Wakefield, Waltham, Watertown, Wellesley, Wilmington, Winchester, Winthrop, Woburn
Carver	Kingston, Middleboro, Plymouth, Wareham
Chatham	Harwich, Orleans
Clinton	Ayer, Berlin, Bolton, Boylston, Leominster, Sterling, West Boylston, Worcester
Concord	Acton, Billerica, Lexington, Lincoln, Lowell, Maynard, Sudbury, Wayland, Westford
Danvers	Beverly, Hamilton, Lawrence, Lynnfield, North Reading, Peabody, Salem, Topsfield
Dover	Dedham, Medfield, Natick, Needham, Norwood Walpole, Wellesley
Duxbury	Kingston, Marshfield
East Bridgewater	Bridgewater, Brockton, Bryantville, Whitman
Easton	Brockton, Mansfield, Norton, Sharon, Stoughton, Taunton
Essex	Gloucester, Hamilton, Ipswich, Manchester
Foxboro	Mansfield, North Attleboro, Sharon, Walpole, Wrentham

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4.1 Local Calling Areas, (Cont'd.)

4.1.2 Calling Areas Outside Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Framingham	Holliston, Hopkinton, Marlboro, Natick, Sudbury, Wayland
Franklin	Bellingham, Blackstone Locality Medfield, Medway, Millis, Walpole, Wrentham
Gloucester	Essex, Manchester, Rockport
Grafton	Auburn, Boylston, Holden, Leicester, Millbury, Oakham, Rutland, Shrewsbury, Spencer, Upton, West Boylston, Westboro, Whitinsville, Worcester
Hamilton	Beverly, Danvers, Essex, Ipswich, Manchester, Topsfield
Hanover	Bryantville, Kingston, Marshfield, Norwell, Rockland, Whitman
Haverhill	Georgetown, Hampstead, NH, Kingston, NH, Lawrence, Merrimac, Newburyport, Plaistow, NH, West Newbury
Holliston	Framingham, Hopkinton, Medway, Milford, Millis, Natick
Hopkinton	Framingham, Holliston, Marlboro, Milford, Upton, Westboro
Hudson	Berlin, Bolton, Marlboro, Maynard, Sudbury
Ipswich	Essex, Hamilton, Rowley Topsfield
Kingston	Bryantville, Carver, Duxbury, Hanover, Marshfield, Middleboro, Plymouth
Lawrence	Andover, Danvers, Georgetown, Haverhill, Lowell, North Reading, Salem, NH, Topsfield
Littleton	Acton, Ayer, Groton, Harvard, Westford
Lowell	Andover, Billerica, Concord, Lawrence, Pelham, NH, Tyngsboro, Westford, Wilmington

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SECTION 4 – LOCAL CALLING AREAS, (CONT'D.)

4.1 Local Calling Areas, (Cont'd.)

4.1.2 Calling Areas Outside Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Lynn	Arlington, Belmont, Boston Central, Brighton, Brookline, Cambridge, Charlestown, Chelsea, Dorchester, Last Boston, Everett, Hingham, Hull, Jamaica Plain, Lexington, Lynnfield, Malden, Marblehead, Medford, Melrose, Milton, Newton, Peabody, Quincy, Reading, Revere, Roxbury, Salem, Saugus, Somerville, South Boston, Stoneham, Wakefield, Watertown, Winchester, Winthrop, Woburn
Lynnfield	Danvers, Lynn, North Reading, Peabody Reading, Saugus, Wakefield
Manchester	Beverly, Essex, Gloucester, Hamilton
	Attleboro, Easton, Foxboro, North Attleboro, Norton, Sharon
Marblehead	Lynn, Salem
Marlboro	Berlin, Framingham, Hopkinton, Hudson, Maynard, Northboro, Sudbury, Westboro
Marshfield	Duxbury, Hanover, Kingston, Norwell, Scituate
Maynard	Acton, Bolton, Concord, Harvard, Hudson, Marlboro, Sudbury
Medfield	Dover, Franklin, Millis, Natick, Walpole
Middleboro	Bridgewater, Bryantville, Carver, Kingston Rochester, Taunton, Wareham
Millis	Franklin, Holliston, Medfield, Medway, Natick
Natick	Dover, Framingham, Holliston, Medfield, Millis, Waltham, Wayland, Wellesley

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SECTION 4 – LOCAL CALLING AREAS, (CONT'D.)

4.1 Local Calling Areas, (Cont'd.)

4.1.2 Calling Areas Outside Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
New Bedford	Fall River, Mattapoisett, Rochester, Westport
Newburyport	Amesbury, Georgetown, Haverhill, Rowley, Seabrook, NH, West Newbury
North Attleboro	Attleboro, Foxboro, Mansfield, Southgate Locality Wrentham
Northboro	Berlin, Boylston, Marlboro, Shrewsbury, Westboro, Worcester
North Reading	Andover, Danvers, Lawrence, Lynnfield, Reading, Wilmington
Peabody	Beverly, Danvers, Lynn, Lynnfield, Salem
Plymouth	Buzzards Bay, Carver, Kingston, Sagamore, Wareham
Rockland	Brockton, Hanover Hingham, Norwell, Randolph, Weymouth, Whitman
Rockport	Gloucester
Rowley	Georgetown, Ipswich, Newburyport, Topsfield
Saugus	Arlington, Boston Central, Cambridge, Charlestown, Chelsea, East Boston, Everett, Lynn, Lynnfield, Maiden, Medford, Melrose, Reading, Revere, Somerville, Stoneham, Wakefield, Winchester, Winthrop, Woburn
Scituate	Cohasset, Hingham, Marshfield, Norwood
Sharon	Canton, Easton, Foxboro, Mansfield, Norwood, Stoughton, Walpole
Stoughton	Brockton, Canton, Easton, Randolph, Sharon
Sudbury	Concord, Framingham, Hudson, Marlboro, Maynard, Wayland

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SECTION 4 – LOCAL CALLING AREAS, (CONT'D.)

4.1 Local Calling Areas, (Cont'd.)

4.1.2 Calling Areas Outside Metropolitan Boston Exchange, (Cont'd.)

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA
Topsfield	Danvers, Georgetown, Hamilton, Ipswich, Lawrence, Rowley
Upton	Grafton, Hopkinton, Milford, Westboro, Whitinsville
Walpole	Dover, Foxboro, Franklin, Medfield, Norwood, Sharon, Wrentham
Wareham	Buzzards Bay Carver, Marion, Middleboro, Plymouth, Rochester
Wayland	Concord, Framingham, Lincoln, Natick, Sudbury, Waltham
Westford	Acton, Concord, Groton, Littleton, Lowell, Tyngsboro
Westminster	Ashburnham, Fitchburg, Gardner, Hubbardston, Leominster, Princeton
West Newbury	Amesbury, Haverhill, NEMMAC, Newburyport
Whitman	Brockton, Bryantville East Bridgewater, Hanover, Rockland
Wilmington	Andover, Billerica, Burlington, Lowell, North Reading, Reading, Woburn

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SECTION 5 – MISCELLANEOUS SERVICES

5.1 Restoration of Service

5.1.1 Description

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

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SECTION 6 – SPECIAL ARRANGEMENTS**6.1 Special Construction****6.1.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:
 - 1. Equipment and materials provided or used,
 - 2. Engineering, labor and supervision,
 - 3. Transportation, and
 - 4. Rights of way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; and
- H. an amount for return and contingencies.

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SECTION 6 – SPECIAL ARRANGEMENTS, (CONT'D.)**6.1 Special Construction, (Cont'd.)****6.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights of way;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing, and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specialty constructed or rearranged facilities.

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SECTION 6 – SPECIAL ARRANGEMENTS, (CONT'D.)**6.1 Special Construction, (Cont'd.)****6.1.3 Termination Liability, (Cont'd.)**

- C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

6.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request shall be filed with the Department in compliance with applicable rules and regulations.

6.3 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Department for its review in accordance with rules and regulation established by the Department. All promotions are offered on a non-discriminatory basis.