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January 29, 2019
Via Web Filing

Ms. Brinda Westbrook-Sedgwick, Commission Secretary
Public Service Commission of District of Columbia
1325 G ST NW
Suite 800
Washington, DC 20005

**RE: MassComm, Inc. d/b/a Mass Communications
Notice of Change in Company Name and Replacement Tariff**

Dear Ms. Westbrook-Sedgwick:

Please accept this letter, submitted on behalf of MassComm, Inc. d/b/a Mass Communications ("Company") to notify the Commission that the Company is changing its name to MassComm, LLC. MassComm, Inc. is authorized to provide local exchange telecommunications services within the District of Columbia pursuant to Order No.15888 Case No. TA-10-2.

Enclosed is a copy of the Certificate of Registration for MassComm, LLC issued by the Corporations Division of the District of Columbia Department of Consumer and Regulatory Affairs reflecting the name change.

Also is the Company's replacement local exchange tariff, District of Columbia Tariff No. 2, which replaces in its entirety the Company's District of Columbia Tariff No. 1, currently on file with the Commission. No changes have been made to the tariff except to reflect the Company's new name and to sequentially number the pages and correct section numbering as necessary.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3031 or via email to stthomas@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/Sharon Thomas

Sharon Thomas
Consultant
tms: DCI1901
Enclosures
ST/kb



District of Columbia Government

Corporations Division

Dear Customer:

We would like to congratulate you on formation or registration of your entity in the District of Columbia. This process establishes the legal creation and/or gives authority of the entity to conduct business within the District of Columbia, but does not license the entity's activity, issue the occupancy certificate or permit or register for taxation purposes. Your organization may be required to be licensed, obtain occupancy certificate and register for tax payments. All steps may or may not apply to all organizations. Please consult corporate attorney and/or CPA for more information. **It is your responsibility to ensure compliance in those areas (licensing, taxation and occupancy).**

Feel free to access our website at www.dkra.dc.gov or D.C. Government Business Portal at <https://business.dc.gov> to get more information or links to facilitate this effort.

Ongoing Corporate Registration Compliance

Every domestic and foreign for-profit corporations (including professional corporations) and nonprofit corporations, limited liability companies (including professional LLCs), limited liability partnerships and limited partnerships (including limited liability limited partnerships), general and limited cooperative associations and business trusts are **required to file two-year reports on a recurring basis and continue to maintain registered agent** (and appoint new agent if current registered agent has resigned) to maintain good standing within the District of Columbia.

Please, check the information listed below to determine your entity's 2-year report requirements:

Entity Type	First Report Due	Subsequent Report Due
For-Profit & Nonprofit Corporations, LLCs, LPs, LLPs, General & Limited Coops, Business Trusts	April 1st of the very next year from the year of registration. Note: Foreign entities might be liable for back reports if commenced business prior to registration.	April 1st of the 2nd year from the last reporting year. <i>4/1/2019 @ \$300</i>

- **Biennial report shall be filed online. Registered agent statement of change (to update registered agent on record) can also be filed online.**
- **Online Filing:** Click on CorpOnline Link <https://corponline.dkra.dc.gov>; create the profile, access the online services main page, click on "periodic report" header under domestic or foreign section, then on bra-25 for-profit or nonprofit link and proceed. Online filers must pay by using Visa or Master credit card. Report will be filed and confirmation email will be sent to the address on the profile. Copy of filed report and invoice will also be available under "approved services" tab of CorpOnline account.
- **Walk-in filers** will be assessed one day expedited fee of \$100 in addition to regular filing fees.
- **THANK YOU FOR YOUR COOPERATION.**

Corporations Division Contact Information

E-Mail	Dkra.corp@dc.gov
Websites	https://corponline.dkra.dc.gov https://dkra.dc.gov/page/corporations-division
Walk-in	Business License Center, 1100 4th St., S.W., 2nd Fl. Washington, DC 20024
Hours	0830am-0400pm Monday-Friday; 0930am-0400pm on Thursdays
Phone	(202) 442-4432

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION



CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this **CERTIFICATE OF REGISTRATION** is hereby issued to:

MASSCOMM, LLC

Effective Date: 10/26/2018

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 11/8/2018 1:08 PM



Business and Professional Licensing Administration

A handwritten signature in cursive script that reads 'Patricia E. Grays'.

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Muriel Bowser
Mayor

Tracking #: beRfNQXB



WE ARE DISTRICT
 GOVERNMENT OF THE
 DISTRICT OF COLUMBIA
 DC MURIEL BOWSER, MAYOR

DCRA Corp. Div.

NOV - 8 2018

File Copy
 [Signature]

**District of Columbia Government
 Corporations Division**

Foreign Registration Statement Form FN-1, Ver. 2, April 2018.

Use this form to register your foreign filing entity to conduct business in the District of Columbia. Review instruction sheet on page 2 before completing this form.

ENTITY TYPE / AUTHORITY	FILING FEE
Foreign Filing Entity: § 29-105.03.	Refer to Corporate Fee Schedule posted online;

Under the provisions of the Title 29 of D.C. Code (Business Organizations Act), the foreign filing entity listed below hereby applies for a Certificate of Registration to transact business in the District of Columbia, and for that purpose submits the statement below.

1. Entity Name.
 MassComm, LLC

2. Entity Type.
 Limited Liability Company

3. Entity's Alternate Name (if true legal name is not available)

4. Organized under the laws of which state/province and country. New York	5. Date of Organization. 10/25/2018
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6. Date entity started or will start transacting business in the District of Columbia.
 10/26/2018

7. Principal Address.
 4001 N. Rodney Parham Rd., Little Rock, AR 72212

8. Registered Agent's name and address of registered office in District of Columbia.
 C T Corporation System, 1015 15th Street N.W., Suite 1000 Washington, D.C. 20005

9. Briefly describe the proposed activity company will transact in the District of Columbia.
 Telecommunications services

10. List the name of at least one governor. (may attach the statement)

TITLE	NAME	ADDRESS
Manager	Tony Thomas	4001 N. Rodney Parham Rd., Little Rock, AR 72212

11. Attach an original Certificate of Good Standing (Certificate of Existence) from Registration Authority in the State/Province/Country of Incorporation that is not over 90 days old.

If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405.

12. Name of the Governor or Authorized Person: Michelle Simpson, Authorized Person	12A. Signature of the Governor or Authorized Person & Date [Signature]
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<p>Mail all forms and required payment to: Department of Consumer and Regulatory Affairs Corporations Division PO Box 92300 Washington, DC 20090 Phone: (202) 442-4432</p>	<p>Corporate Online Services Information: Many corporate filings are available by using CorpOnline Service. Go to CorpOnline site at https://corponline.dcradep.gov, create the profile, access the online services main page and proceed. Online filers must pay by using the credit card.</p>
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DCRA Co **COPY**

NOV - 8 2018

File Copy _____

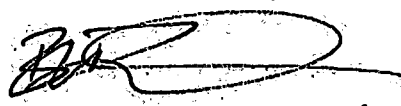
**State of New York
Department of State } ss:**

I hereby certify, that MASSCOMM MERGER SUB, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 10/25/2018, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following:

A Certificate of Merger and Name Change, changing its name to MASSCOMM, LLC was filed on 10/26/2018.

I further certify, that no other documents have been filed by such Limited Liability Company.

Witness my hand and the official seal of the Department of State at the City of Albany, this 06th day of November two thousand and eighteen.



Brendan W. Fitzgerald
Executive Deputy Secretary of State



201811070155 * SX

*This tariff, District of Columbia Tariff No.2, issued by
MassComm, LLC
Replaces in its entirety
District of Columbia Tariff No. 1, issued by
MassComm, Inc.*

District of Columbia
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
MassComm, LLC

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by MassComm, LLC with principal offices at 4001 Rodney Parham Road, Little Rock, AR 72212 for services furnished within the District of Columbia. This tariff is on file with the Public Service Commission of the District of Columbia, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, 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.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original	Section 2	16	Original
Preface	1	Original		17	Original
	2	Original		18	Original
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Section 1	1	Original		23	Original
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	3	Original		25	Original
	4	Original		26	Original
	5	Original		27	Original
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	2	Original		29	Original
	3	Original		30	Original
	4	Original		31	Original
	5	Original		32	Original
	6	Original		33	Original
	7	Original		34	Original
	8	Original		35	Original
	9	Original		36	Original
	10	Original		37	Original
	11	Original		38	Original
	12	Original			
	13	Original			
	14	Original			
	15	Original			

CHECK SHEET

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
Section 3	1	Original	Section 5	12	Original
Section 4	1	Original		13	Original
	2	Original		14	Original
	3	Original		15	Original
	4	Original		16	Original
	5	Original		17	Original
	6	Original		18	Original
	7	Original		19	Original
	8	Original		20	Original
	9	Original		21	Original
	10	Original		22	Original
	11	Original		23	Original
	12	Original		24	Original
	13	Original		25	Original
	14	Original		26	Original
	15	Original		27	Original
	16	Original		28	Original
Section 5	1	Original		29	Original
	2	Original		30	Original
	3	Original		31	Original
	4	Original		32	Original
	5	Original		33	Original
	6	Original		34	Original
	7	Original		35	Original
	8	Original	Section 6	1	Original
	9	Original	Section 7	1	Original
	10	Original			
	11	Original			

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

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

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify an increase in rate.
- (LA) - To signify limited availability.
- (N) - To signify new rate or regulation.
- (R) - To signify a reduction in rate.
- (T) - To signify a change in the word of text, but no change in the rate or regulation.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by MassComm, LLC, hereinafter referred to as the Company, to Customers within the District of Columbia. MassComm's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Public Service Commission of the District of Columbia. In addition, this tariff is available for review at the main office of MassComm, LLC at 4001 Rodney Parham Road, Little Rock, AR 72212.

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 Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently 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 Commission, 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 this page if these are the only changes made to it (i.e., the format, etc. remain 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 Commission.

SECTION 1.0 - DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Commission - Public Service Commission of the District of Columbia.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - MassComm, LLC, the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB - Individual Case Basis.

IXC or Interexchange Carrier - long distance telecommunications services provider.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

MassComm - MassComm, LLC, issuer of this tariff.

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

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

PBX - Private Branch Exchange

PIN - Personal Identification Number. See Authorization Code.

Point of Presence (“POP”) - Point of Presence

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center - specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from MassComm. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

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

SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the District of Columbia.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.1 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.2 Use of Services

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- C. The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- D. The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B.** Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E.** Service may be terminated upon written notice to the Customer if:
 - .1** the Customer is using the service in violation of this tariff; or
 - .2** the Customer is using the service in violation of the law.
- F.** This tariff shall be interpreted and governed by the laws of the District of Columbia regardless of its choice of laws provision.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)**

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****D. (Cont'd.)**

- .6** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
- .7** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- .8** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- .9** Any noncompletion of calls due to network busy conditions;
- .10** Any calls not actually attempted to be completed during any period that service is unavailable;
- .11** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** 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.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H.** **Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service:**

- .1** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- .2** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service, (Cont'd.)**

- .3** When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (2) the reception of signals by Customer-provided equipment, or
- (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.7 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 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.

2.1.8 Special Construction

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this tariff;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.2 Liability of the Customer**

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication 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 carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

- A.** 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 is complying with the requirements set forth in Section 2.4.2A. for 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.
- B.** 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 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 this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C.** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - REGULATIONS, (CONT'D.)**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 by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.5.2 Billing and Collection of Charges

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

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (Cont'd.)**

- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** Customer's bills for telephone service are due on the due date specified on their bill. A customer is in default unless full payment is made on or before the due date. If a bill is not paid in full, a late charge of 1.5% per month will be applied against all balances that are past due. Terms apply as well to any payments received by the Company where the funds are not immediately available upon presentment. For an account to be brought current, both the overdue balance and any outstanding finance charges must be paid in full. For partial payment received, finance charges will continue to be applied against the amount of the bill's outstanding balance until full payment of both the outstanding balance and any outstanding finance charges are received. A minimum finance charge of \$5 will be applied if an invoice is past due.
- F.** The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.
- H.** The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINS.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Disputed Bills**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Public Service Commission of the District of Columbia 1333 H Street NW 2nd Floor, West Tower Washington, DC 20005 Phone: or contact the Commission by phone at 202- 626-5100.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits**

- A.** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Public Service Commission of the District of Columbia's Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. 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.
- B.** The Company reserves the right to periodically review the Customer's credit worthiness and credit terms. The Company may request an initial deposit or an additional deposit based on the Customer's payment history and credit worthiness.
- C.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D.** Deposits will accrue interest annually in accordance with the Public Service Commission of the District of Columbia's Rules.
- E.** The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

The Company may discontinue or refuse service for any of the reasons stated below:

- A.** For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer.
- B.** For failure to provide Company representatives with necessary access to Company-owned service equipment after the Company has made a written request to do so;
- C.** For failure to make payment in accordance with the terms of a deferred payment arrangement;
- D.** When a Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection;

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

- E.** For violation of or noncompliance with a Commission order;
- F.** In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished;
- G.** In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company;
- H.** For violation of or noncompliance with any rules of the Company on file with the Commission;
- I.** For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service; or
- J.** The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.7 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a 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 for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, 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, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.1 General, (Cont'd.)**

- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.6.2 Limitations of Allowances

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

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilizes another service provider;

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.2 Limitations of Allowances, (Cont'd.)**

- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

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

2.6.4 Application of Credits for Interruptions in Service

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.4 Application of Credits for Interruptions in Service, (Cont'd.)****D. Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours 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 for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.5 Cancellation For Service Interruption**

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

2.7 Use of Customer's Service by Others**2.7.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated 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 2.0 - REGULATIONS, (CONT'D.)**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

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

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; 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.** all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3** pursuant to any financing, merger or reorganization of the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.10 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.11 Notices and Communications**

- 2.11.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.12 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.13 Miscellaneous Provisions**2.13.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.13.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.14 Customer Responsibility****A. Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.15 Toll Free Services

2.15.1 The Company will make every effort to reserve toll free (i.e., A800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.15.2 The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.

2.15.3 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.

2.15.4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.16 Cancellation or Modification of Service by Customer**

2.16.1 Residential Customers may cancel Service by providing written or oral notice to Company at least five (5) days prior to cancellation. The notice must specify the date on which service is to be discontinued.

2.16.2 Business Customers may cancel service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which service is to be discontinued.

2.16.3 The Customer cancels service before the Company completes installation of the Service and at the time of cancellation the Company has incurred any expense in installing services or preparing to install service that it would not otherwise have incurred, a charge equal to the cost the Company incurred will apply. In no case will this charge exceed the charge for the minimum period of service ordered, including installation charges and non-recurring charges and all amounts others may charge the Company that would have been chargeable to the Customer had service been initiated.

2.16.4 If the Customer cancels service after the Company has completed installation, the charge set forth in Section 2.16.3 will apply to the extent the Company has not yet recovered the costs described in Section 2.16.3. In addition, the minimum service period obligations will apply regardless of whether service has been initiated and the charges due.

2.16.5 In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

2.17 Expiration of Term Plan Options

At the expiration of the initial term as specified in a Customer Specific Term Plan, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party in accordance with the agreement terms. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term plan shall survive such termination.

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) Verizon

SECTION 4.0 - BASIC SERVICES AND RATES

4.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 4.1.1** Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 4.1.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.1.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

4.2 Distance Calculations

The Company does not offer distance sensitive services.

4.3 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D)**4.4 Residential and Business Measured Service**

The following rates will apply for all local calls made within LATAs 730 and 732:

Billing: One minute minimum/One minute increments

Rates: All rates shown are per-minute rates.

Time/Distance Between Rate Centers	AT&T Area	Verizon Area
Daytime calls (between rate centers that are 0-12 miles apart)	\$0.013	\$0.023
Evening calls (between rate centers that are 0-12 miles apart)	\$0.0072	\$0.017
Night/Week End calls (between rates centers that are 0-12 miles apart)	\$0.0056	\$0.016
Daytime calls (between rate centers that are 13-16 miles apart)	\$0.020	\$0.030
Evening calls (between rate centers that are 13-16 miles apart)	\$0.013	\$0.023
Night/Week End calls (between rates centers that are 0-12 miles apart)	\$0.008	\$0.018

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.4 Network Exchange Bundled Service****4.4.1 General**

MassComm offers basic local exchange service only as part of a bundle or package of telecommunications services. All packages include local service, long distance service (interstate and intrastate toll) and selected custom calling features. Voice Mail and Optional Internet access¹ may be available with some packages at an additional charge. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

The Company provides Customers with the option of obtaining a primary Line and Secondary Line per account:

A. Primary Line

The initial residential local exchange access line per account.

B. Secondary Line

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

¹ Voice mail and Internet access are not regulated by the Commission.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.4 Network Exchange Bundled Service, (Cont'd.)****4.4.1 General, (Cont'd.)**

Network Exchange Bundled Service may include the calling features listed below:

Call Forwarding - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Caller ID with Name - Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted.

Call Waiting with Caller ID with Name - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. In areas where Caller ID with Name is not available, Caller ID, which only displays the callers telephone number, will be substituted.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.4 Network Exchange Bundled Service, (Cont'd.)****4.4.1 General, (Cont'd.)**

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.4 Network Exchange Bundled Service, (Cont'd.)****4.4.2 METROPOINT**

METROPOINT service combines local and long distance telecommunications service into one telecommunications package. Hunting is included at no charge. A Monthly Service charge applies for this service. Customers will be billed one month in advance. A minimum one year term agreement applies.

Home Region calls are billed in one (1) minute increments with a minimum billing period of 3 minutes per call.

All calls outside of the Home Region are billed at long distance rates. All long distance calls are billed in six (6) second increments with a minimum billing period of 18 seconds.

(A) Rates

	METROPOINT Centrex		
	Monthly Service Fee	Rates For Home Region Calls	
		First Min.	Add'l Min.
Month to Month	\$15.50	0.019	0.0099
One year term	\$12.50	0.019	0.0099
Two year term	\$12.00	0.019	0.0099

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.4 Network Exchange Bundled Service, (Cont'd.)****4.4.2 METROPOINT****(B) General**

1. **METROPOINT** service is available only in Verizon service areas.
2. **METROPOINT** service requires that the main telephone line and all other voice telephone lines located at the business address for the main telephone line are assigned to MassComm, LLC for local telephone service. All voice telephone lines must be billed at the **METROPOINT** rate plan.
3. Monthly fees per telephone line for all service packages above apply to service delivered via Verizon 1MB circuits only. Other circuit types may be available at different monthly fees.
4. Cancellation of the term agreement prior to the end of the term will result in early cancellation penalties being applied. Customer may be responsible for minimum commitment payments in the event of early cancellation of term agreement.
5. For optional individual local calling features and **METROPOINT** feature packs, see Section 5.0 Miscellaneous Services.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.4 Network Exchange Bundled Service, (Cont'd.)****4.4.3 METROPOINT Centrex**

METROPOINT service combines local and long distance telecommunications service into one telecommunications package. Hunting is included at no charge. A Monthly Service charge applies for this service. Customers will be billed one month in advance. A minimum one year term agreement applies.

Home Region calls are billed in one (1) minute increments with a minimum billing period of 1 minute per call.

All calls outside of the Home Region are billed at long distance rates. All long distance calls are billed in six (6) second increments with a minimum billing period of 18 seconds.

1. Rates

	METROPOINT Centrex		
	Monthly Service Fee	Rates For Home Region Calls	
		First Min.	Add'l Min.
Month to Month	\$15.50	0.019	0.0099
One year term	\$12.50	0.019	0.0099
Two year term	\$12.00	0.019	0.0099

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.4 Network Exchange Bundled Service, (Cont'd.)****4.4.3 METROPOINT Centrex, (Cont'd.)****B. General**

1. **METROPOINT** Centrex services are available only in Verizon serving areas.
2. **METROPOINT** Centrex service requires that the main telephone line and all other voice telephone lines located at the business address for the main telephone line are assigned to MassComm, LLC for local telephone service. All voice telephone lines must be billed at the **METROPOINT** Centrex rate plan.
3. Monthly fees per telephone line for all service packages above apply to service delivered via Verizon 1MB circuits only. Other circuit types may be available at different monthly fees.
4. Cancellation of the term agreement prior to the end of the term will result in early cancellation penalties being applied. Customer may be responsible for minimum commitment payments in the event of early cancellation of term agreement.
5. For optional individual local calling features and **METROPOINT** feature packs, see Section 5.0 Supplemental Services.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.4 Network Exchange Bundled Service, (Cont'd.)

4.4.4 METROPOINT ISDN PRI

MetroPOINT ISDN primary rate service (PRI) combines local telephone service and long distance service into one telecommunications package. MetroPOINT service allows the Customer to save on monthly service fees and optional feature charges. MetroPOINT service is available only in limited serving areas

MetroPOINT monthly fee per telephone circuit schedule applies to service delivered via dedicated ISDN-PRI business circuits only. All calls originated on these circuits must be completed and billed to the customer by the Company. Calls cannot be sent to other carriers for completion or billing. All local calls are billed in one (1) minute increments.

Billing increments for calls billed outside the LATA are eighteen (18) seconds initial / six (6) seconds additional.

All MetroPOINT services require a minimum One Year Term Agreement.

Cancellation of Term Agreement prior to end of the term will result in early cancellation penalties being applies.

(A) Rates

	Monthly Fee:
Month to Month	\$333.00
1 Yr. Term	\$330.00
2 Yr. Term	\$275.00
3 Yr. Term	\$235.00

Local Usage Fees:	Per Minute Rate	
	Initial Minute	Additional Minutes
	\$0.015	\$0.015
Hunting:		included
Block of 20 Telephone Numbers		included
Caller ID:		included
End User Port		\$23.43
Additional Telephone Numbers		\$0.20
Installation		\$200.00
Post Installation Changes		\$100.00

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.4 Network Exchange Bundled Service, (Cont'd.)

4.4.4 METROPOINT ISDN PRI, (Cont'd.)

(B) General

- (1)** **METROPOINT** ISDN PRI services are available only in limited serving areas.
- (2)** **METROPOINT** monthly fee per telephone circuit schedule applies to service delivered via dedicated ISDN-PRI business circuits only. All calls originated on these circuits must be completed and billed to the customer by MassComm, LLC. Calls cannot be sent to other carriers for completion or billing.
- (3)** All local and intraLATA calls are billed in 1 minute increments.
- (4)** All **METROPOINT** Services require a minimum One Year Term Agreement.
- (5)** Cancellation of the term agreement prior to the end of the term will result in early cancellation penalties being applied. Customer may be responsible for minimum commitment payments in the event of early cancellation of term agreement.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.4 Network Exchange Bundled Service, (Cont'd.)****4.4.5 VPOINT**

VPOINT service combines local and long distance telecommunications service into one telecommunications package. Hunting is included at no charge. A Monthly Service charge applies for this service. Customers will be billed one month in advance. A minimum one year term agreement applies.

All Home Region calls are included in the monthly charge for service.

All calls outside of the Home Region are billed at long distance rates. All long distance calls are billed in six (6) second increments with a minimum billing period of 18 seconds.

(A) Rates

Term	Monthly Recurring charge
Month to Month	\$27.95
One-year Term	\$24.95
Two-year Term	\$23.95

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.4 Network Exchange Bundled Service, (Cont'd.)****4.4.5 VPOINT, (cont'd.)****(B) General**

1. **VPOINT** service is available only in Verizon service areas.
2. **VPOINT** service requires that the main telephone line and all other voice telephone lines located at the business address for the main telephone line are assigned to MassComm, LLC for local telephone service. All voice telephone lines must be billed at the **VPOINT** rate plan.
3. Monthly fees per telephone line for all service packages above apply to service delivered via Verizon 1MB circuits only. Other circuit types may be available at different monthly fees.
4. Cancellation of the term agreement prior to the end of the term will result in early cancellation penalties being applied. Customer may be responsible for minimum commitment payments in the event of early cancellation of term agreement.
5. For optional individual local calling features and **VPOINT** feature packs, see Section 5.0 Miscellaneous Services.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.4 Network Exchange Bundled Service, (Cont'd.)****4.4.6 PrimaryAccess-V**

PrimaryAccess-V service combines local and long distance telephone service. PrimaryAccess-V includes 10,000 local minutes with reduced additional local minute usage, and reduced Domestic Long Distance and Toll Free rates.

The local 10,000 minute allowance is reduce by one (1) minute increments. Additional local minutes are billed in one (1) minute increments. IntraLATA and Domestic Long Distance calls are billed in eighteen (18) second initial and six (6) second additional increments. International calls are billed at individual rates for each country per the published API World Access rate plan. Customers must sign, at a minimum, a One Year Term Agreement for PrimaryAccess-V service.

(A) Terms and Conditions

1. PrimaryAccess-V service is available in Verizon exchanges only
2. PrimaryAccess-V service is provided only via dedicated T-1 circuits and can be configured as Digital Trunks or PRI Trunks.
3. All calls originated on these circuits must be completed and billed to the customer by MassComm, LLC Calls cannot be sent to other carriers for completion or billing.
4. Local or IntraLATA minutes included with this service must be used for calls on the circuit. They cannot be used by, shared with, or applied to, any other circuit, service or location.

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.4 Network Exchange Bundled Service, (Cont'd.)****4.4.6 PrimaryAccess-V, (Cont'd.)****(A) Terms and Conditions**

5. The Customer will receive the first 20 DID numbers and Caller ID at no charge as part of this package. All DID numbers after the initial 20 free numbers will be provided at the cost provided below.
6. Cancellation of Term Agreement prior to the end of term will result in early cancellation penalties being applied as defined in the Term Agreement signed by the Customer.
7. Direct Trunk overflow is not available in all serving areas.
8. In addition to monthly and per minute fees, all regulatory fees and taxes apply to this service.

(B) Rates**1. Installation Fee**

<u>1 Year Term Plan</u>	<u>2 Year Term Plan</u>	<u>3 Year Term Plan</u>
\$750.00	\$500.00	\$0.00

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.4 Network Exchange Bundled Service, (Cont'd.)****4.4.6 PrimaryAccess-V, (Cont'd.)****(B) Rates, (Cont'd.)****2. Monthly Feature Charges**

Toll Free Number Fee	\$3.00 per number
Caller ID Name and Number	\$25.00 per circuit
Direct Trunk Overflow	\$50.00 per circuit (where available)
First 20 DID	Included
Additional DID	\$1.35 per DID

3. T-1 Monthly Service Fee

<u>1 Year Term Plan</u>	<u>2 Year Term Plan</u>	<u>3 Year Term Plan</u>
\$628	\$597	\$565

4. Local, IntraLATA and Intrastate/Toll Free Usage Rates

<u>Local Usage per Minute</u>	
Included	10,000
Additional Minute	\$0.011
<u>IntraLATA, Intrastate/Toll Free</u>	
Per Minute	\$0.055

5. Expired Term Plan Rates

The following rates apply only to customers whose term plan for service has expired as defined in ***Section 2.17***. Customers will be billed the following monthly rates until they enroll in a new term plan for this or any other applicable company service offering or cancels the Company's service altogether.

Month to Month	\$691
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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES**5.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's billing information.

5.1.1 Service Order Charges

Primary Service Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.

Secondary Service Connection Charge - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

Transfer of Service Charge, Primary Line - applies to the first line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line - applies to the second, or third, etc., line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

Service Order Charge - This charge, applicable to Business Customers only, applies to customer-requested changes in service not covered specifically on other identified non-recurring service order and change charges. This charge is applied in cases where Hunting is added after the initial order is placed.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.1 Service Order and Change Charges, (Cont'd.)

5.1.2 Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes are requested by the Customer and occur on the same order/request one charge only applies.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.1 Service Order and Change Charges, (Cont'd.)

5.1.3 Record Change Charges

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

5.1.4 Miscellaneous Charges

Duplicate Invoice - applies each time a Customer requests an additional copy of a current bill or invoice.

Call Detail Report - applies each time a Customer requests local call detail for a given month.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)
5.1 Service Order and Change Charges, (Cont'd.)**5.1.5 Verizon Service Area Rates**

	Residence	Business
Service Order Charges		
Primary Service Connection Charge	*	*
Secondary Service Connection Charge	*	*
Miscellaneous Service Charge	N/A	\$17.23
Technician Dispatch Charge - Simple		
Per first 15 minutes	\$21.06	\$21.06
Per additional 15 minutes	\$11.00	\$11.00
Technician Dispatch Charge - Complex		
Per first 15 minutes	\$31.58	\$31.58
Per additional 15 minutes	\$10.52	\$10.52
Change Order Service Charges		
Change Order	\$7.00	\$37.20
Record Change	No charge	No charge
Miscellaneous Charges		
Duplicate Invoice	\$5.00	\$5.00
Call Detail Report	\$5.00	\$5.00

* Service Connection charges are listed with the rates for each specific service tariffed.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.2 Restoration of Service

When a Customer's local exchange service has been suspended because of non-payment of charges, a non-recurring Service Restoral Charge will apply to each line restored. In the event that Local Exchange Service is terminated following suspension the Line Connection Charge as described in 5.1 is applicable in lieu of the Service Restoral Charge to reestablish service. Premises Work charges may also be applicable.

	Residence	Business
Per occasion, per line	\$29.99	\$49.99

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.3 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the A#@ symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.50

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.4 Optional Calling Features**

The features in this section are made available to Residential and Business Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

5.4.1 Basic Feature Descriptions**A. Three Way Calling/Call Hold**

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switch hook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.4 Optional Calling Features****5.4.1 Basic Feature Descriptions, (Cont'd.)****C. Call Waiting/Cancel Call Waiting**

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

D. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

E. Regular Multiline Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

F. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

G. Caller ID

The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Call ID records the name, number, date and time of each incoming call -including calls that aren't answered by the customer. Call ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.4 Optional Calling Features, (Cont'd.)****5.4.1 Basic Feature Descriptions, (Cont'd.)****H. Automatic Redial**

The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Redialed:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

I. Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

J. Customer Originated Trace

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.4 Optional Calling Features, (Cont'd.)****5.4.2 Class Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

A. Caller ID

The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call -including calls that aren't answered by the customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

B. Automatic Redial

The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.4 Optional Calling Features, (Cont'd.)****5.4.2 Class Features, (cont'd.)****B. Automatic Redial (continued.)**

The following types of calls cannot be Automatically Redialed:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

C. Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

D. Customer Originated Trace

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

E. Anonymous Call Rejection: Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number. When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.4 Optional Calling Features, (Cont'd.)

5.4.3 Rates

A. METROPOINT and VPOINT Features and Feature Packs

The **METROPOINT** and **VPOINT** Features and Feature Packs listed below are optional calling feature packages, picked when Customer subscribes to a **METROPOINT** or **VPOINT** Service.

1. Standard Features

Anonymous Call Rejection	Call Trace
Call Forwarding	Preferred Call Forwarding
Call Forwarding - Busy	Call Forwarding – Busy Line Multipath
Call Forwarding – No Answer	Flexible Call Forwarding
Call Forwarding – No Answer/Ring Control	Remote Activation of Call Forwarding
Call Forwarding – Busy Line Don't Answer	Call Waiting
Call Forwarding – Busy Line (cust. controlled)	Internet Call Waiting
Call Forwarding – No ans. (cust. controlled)	Caller ID – Number Only
Distinctive Ring – 1 Line	Foreign Additional Listing
Distinctive Ring - 2 Lines	Non-Published Number
Additional Listing	Non-Listed Number
Speed Dialing 8 Number	Three Way Calling
Priority Call	Selective Class of Call Screening
All Call Block	Call Repeat
Call Block	Call Return
Call Selector	
 Per Line, Per month:	 \$1.75

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.4 Optional Calling Features, (Cont'd.)

5.4.3 Rates, (cont'd.)

A. METROPOINT and VPOINT Features and Feature Packs, (cont'd.)

2. Deluxe Features

Call Waiting Deluxe	Flexible Call Forwarding
Call Waiting ID – Name Only	Flexible Call Forwarding with Name
Call Waiting Deluxe – Number Only	Flexible Call Forwarding with Audio Calling Name
Caller ID Deluxe	Three Way Calling with Transfer
Enhanced Caller ID	Speed Dialing Deluxe - 30
Caller ID Name & Number with ACR	

Per Line, Per month: \$2.00

- 3. Five Feature Package – Five Standard or Deluxe Features
- 4. Unlimited Feature Package – Five or more standard or Deluxe features

5.5 METROPOINT and VPOINT Voicemail

5.5.1 Basic Voicemail

Includes 1 mailbox, 45 second greeting, 45 message storage, two minute message length

Monthly rate per line: \$5.00

5.5.2 Deluxe Voicemail

Includes 1 main mailbox, 3 sub mailboxes, 45 second greeting, two minute message length

Monthly rate per line: \$11.00

5.6 METROPOINT and VPOINT Inside Wire Maintenance

Monthly rate per line: \$4.50

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4001 Rodney Parham Road
Little Rock, AR 72212

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.7 Directory Assistance Services**

Directory Assistance Service is furnished upon Customer request for assistance in determining telephone numbers..

5.7.1 Basic Directory Assistance

The rates specified following apply when Customers request Company assistance in determining telephone numbers within District of Columbia.

A maximum of two(2) requested telephone numbers are allowed per call.

A. Call Allowance

An allowance of five (5) direct dialed Directory Assistance calls per month without charge is permitted for each residence line. The call allowance is not transferable between separate accounts of the same Customer.

B. Exemptions

1. Charges for Directory Assistance are not applicable to calls from patients of hospital that have as their principal undertaking the medical and surgical care of the sick and disabled and which provide telephones in the majority of the patient rooms.
2. A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.7 Directory Assistance Services, (Cont'd.)****5.7.2 Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) is a service that provides Customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The requested number can be dialed automatically by the Operator Services System upon selection by the Customer of a mechanized prompt.

No alternative billing is provided by the Directory Assistance Operator, however, alternative billing of can be provided by dialing A0" and requesting such billing through the A0" Operator at the rates specified in Section 5.8 of this tariff.

Service is available only where the facilities and service used by the Customer can support all billing requirements.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 5.7.1.

DACC charges are not applicable to handicapped Customers exempt from Directory Assistance charges, as specified in Section 5.7.1.B.2 of this tariff.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.7 Directory Assistance Services, (Cont'd.)

5.7.3 National Directory Assistance Service

National Directory Assistance Service is provided to Customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service area.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two (2) requested telephone numbers are allowed per call.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in 5.8, apply as appropriate.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.7 Directory Assistance Services, (Cont'd.)

5.7.4 Rates

A. Basic Directory Assistance

Local Directory Assistance	Per query
Direct dialed	\$0.95
Via operator	\$0.95

B. Directory Assistance Call Completion

Per completed call	\$0.75
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C. National Directory Assistance

Direct Dialed	\$1.99
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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.8 Local Operator Service**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.8 Local Operator Service, (Cont'd.)****5.8.1 Local Per Call Service Charges:****Calling Card**

Customer Dialed \$3.50

Operator Handled \$3.95

Station-to-Station, Collect, Third Party Billed

Automated \$3.50

Operator Handled \$3.95

Person-to-Person \$6.50

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.9 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

5.9.1 Rates

	Per request
Busy Line Verification	\$2.50
Emergency Interrupt	\$5.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.10 Directory Listing Service****5.10.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing consists of the name of the customer, the address where the service is located and the telephone number and is usually confined to one line in the directory.

Business Service Listings may be of members of the partnership, officers of the corporation, agents, employees, patrons of resellers or sharers, or of a business house with the customer represents or owns including a partnership or corporation under his control.

Residence Service Listings may be of members of the Customer's household.

Residence Dual Name Listings are comprised of a surname, two first names, address and telephone number. This listing may be provided for two persons who share the same surname and reside at the same address or for a person know by two first names.

5.10.2 Listings**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.10 Directory Listing Service, (Cont'd.)****5.10.2 Listings, (Cont'd.)****B. Additional Listings**

Additional listings may be the listings of individual names of those entitle to use the customer's service or , for business, Departments, Divisions, Trade names, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

C. Alternate Listings

Duplicate Listings - A Customer my be furnished a duplicate listing, including an alternate call number associated with the listing, which is considered necessary to facilitate the use of the directory by the public.

Foreign Exchange Service Listings - Foreign exchange service is listed in the alphabetical list of the exchange from which service is furnished. In connection with a contiguous exchange, a listing (without charge) of the service must be included in the primary directory of the exchange where the foreign exchange service is terminated. In connection with non-contiguous exchange service the listing is omitted unless its inclusion is requested by the Customer.

Foreign Listings - A Customer or an additionally listed party, in addition to a listing in his local directory, may be listed in an alphabetical list other than that in which the Customer is regularly listed.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.10 Directory Listing Service, (Cont'd.)****5.10.2 Listings, (Cont'd.)****D. Nonpublished Service**

At the request of the Customer, the numbers of initial central office lines may be omitted from the directory and from the Directory Assistance records of the Company, subject to the rates following. These numbers are designated as Anon-Published Telephone Numbers@ Unless the specific call number is given by the person calling, a connection will not be established with a telephone have a "Non-Published Telephone Number".

The Company shall not be liable to the Customer for losses or damages arising from such an arrangement. The Customer indemnifies and saves the Company harmless from any and all claims arising from such an arrangement.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.10 Directory Listing Service, (Cont'd.)

5.10.2 Listings, (Cont'd.)

E. Nonlisted Service

At the request of the Customer, the numbers of initial central office lines may be omitted from the directory only. These numbers are designated as "Non-Listed Telephone Numbers" and are included in the Directory Assistance records of the Company.

The Company shall not be liable to the Customer for losses or damages arising from such an arrangement. The Customer indemnifies and saves the Company harmless from any and all claims arising from such an arrangement.

F. Toll-Free Directory Listing

Where available, a listing which references the Toll-Free Number for a Business customer will be made available.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.10 Directory Listing Service, (Cont'd.)****5.10.3 Rates****Monthly Charges**

	Residence	Business
Primary Listings	\$0.00	\$0.00
Additional Listings, each	\$1.75	\$3.16
Non-Published Service	\$1.02	\$1.02
Non-Listed Service	\$0.00	\$0.54
Toll-Free Directory Listings, each	N/A	\$3.00

For non-recurring charges associated with a customer-initiated change in a directory listing, see Service Order and Change Charges Section 5 of this tariff.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.11 Carrier Presubscription****5.11.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

5.11.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.9 Carrier Presubscription, (Cont'd.)****5.9.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.11.5 below:

5.9.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 5.11.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.9 Carrier Presubscription, (Cont'd.)****5.9.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per business or residence line, trunk, or port: \$5.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.10 Referral Service****5.10.1 General**

Referral Services announce to the calling party the status of a called party's number and, when appropriate, refers the calling party to a number(s) where the called party can be reached for a specified time period. These services are provided either through a recorded announcement or by a special operator. Customers can choose between having their numbers referred or having a disconnect message provided to the calling party. Customers whose telephone services are permanently disconnected because of nonpayment are placed on Disconnect Announcement Service without a referral to another number.

Services described are provided to Customers when and where facilities and numbers are available.

Disconnect Announcement Service - Provides the caller of a disconnected, suspended or changed number a recorded announcement that states the number's status without giving a referral number. Provided to Customers without additional charge and are normally available for a minimum of one (1) month.

Basic Referral Service - Uses a recorded announcement to give the caller of a disconnected, suspended or changed number, the number's status and a referral number. Provided to Customers without additional charge and are normally available for a minimum of one (1) month.

Corrective Referral Service - Provides the caller of a number that has been printed or announced incorrectly through a media source a recorded announcement of its status and a referral number. This service applies to media errors involving a number that has not been assigned to another customer. Available for periods ranging from a minimum of one (1) month to a maximum of fifteen (15) months.

Split Referral Service - Routes a call which was placed to a disconnected, suspended or changed number(s) to a special operator who will state the called number's status and provide one or more referral numbers to the calling party. This service could also apply to a working number that has been printed or announced incorrectly through a media source. Service is available for periods ranging from a minimum or one (1) month to a maximum of fifteen (15) months.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.10 Referral Service, (Cont'd.)****5.10.1 General, (Cont'd.)**

Number-To-Number - Provides the caller of a disconnected, suspended or changed residence or business line number, a recorded announcement that state\s the line number status and a referral number. For residence, and business line numbers not eligible for basic referral, the minimum period for this service is one (1) month and the maximum period is one (1) year. For business line number eligible for a basic referral, the minimum period for this service is one (1) month and the maximum period is three (3) months.

5.10.2 Rates

	Residence	Business
Basic Referral Service	No Charge	No Charge
Disconnect Announcement Service	No Charge	No Charge
Corrective Referral Service		
Nonrecurring Charge	\$13.50	\$30.00
Monthly	\$1.00	\$1.50
Split Referral Service		
Nonrecurring Charge	\$13.50	\$30.00
Monthly	\$13.00	\$30.00
Each Additional Name & Number referred	\$7.00	\$15.00
Number-To-Number, per line number		
Nonrecurring Charge	B	B
Monthly	\$5.00	\$5.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.10 Toll Restriction Service**

At the Customer's request, the Company will restrict an individual residence or business line, from access to the interexchange carrier toll network, where facilities permit. The nonrecurring charge will apply to each line at the time of restriction. A nonrecurring Toll Service Restoral Charge will apply to each line when the customer requests that toll service be restored.

5.10.3 Rates

	Residence	Business
Nonrecurring Charge	\$25.00	\$25.00
Monthly	\$5.00	\$5.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.11 700 and 900 Blocking**

700 and 900 Blocking Options are arrangements that prevent an Exchange user from accessing 700 and/or 900 service telephone numbers. 700 and 900 Blocking is available with all local exchange service, where facilities permit. Customers may elect to block calls to 700 service telephone numbers only, 900 service telephone numbers only, or both 700 and 900 service telephone numbers.

5.11.1 Rates**Installation Charge ***

Requested within 60 days of initial availability	\$0.00
Requested after 60 days of initial availability	\$6.00

* No installation charge applies when installed within 60 days of the establishment of new service.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.12 Term Liability/Termination Charges

5.12.1 General

If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to the Company from the Customer. Payment of the penalty will be due within 30 days from the date of termination. Termination Charges are as follows:

- A. The termination liability charge will be the difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect.
- B. A termination penalty of \$500.00 per circuit if using T-1 or any other dedicated circuit services and \$100.00 per service location if using switched long distance services and/or local services and/or any other services. These amounts shall be multiplied by the number of months that are remaining in the term period after the date that the service is cancelled, or moved, and the resulting total will be the termination penalty.

5.13 Account Maintenance Fee

All Business Customers will be charged a monthly account maintenance fee on each monthly detailed invoice of \$3.95. If the customer has multiple invoices delivered to different service locations, a fee of \$1.95 will be charged for each detailed invoice. If the Customer elects to receive their monthly invoice electronically, the fee will be \$1.95 for both Single and Multi Location Business Customers Invoiced. The fee for Residential Customers is \$0.95.

5.13.1 Monthly Recurring Charges

Business Single Location	\$3.95
Business Multi Locations	\$1.95
Residential	\$0.95

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.14 Carrier Cost Recovery Fee

Carrier Cost Recovery Fee will be assessed on Local Lines to Residential and Business Customers. This assessment will help recover increased network access costs due to regulatory changes.

5.14.1 Monthly Fee

Business, per line	\$1.00
Residential, per line	\$1.00

5.15 Credit Card Convenience Fee

The Company will assess a Credit Card Convenience fee to recover certain costs associated with certain operational issues relating to the provisioning and billing of credit card services. This charge will apply when a Customer requests to pay their invoice via a credit card.

Credit Card Convenience Fees:	Monthly
\$100 & below	\$1.95
\$101 - \$200	\$3.00
\$201 - \$300	\$6.00
\$301 - \$400	\$9.00
\$401 - \$500	\$12.00
\$501 - \$600	\$15.00
\$601 - 700	\$18.00
\$701- 800	\$21.00
\$801 - \$900	\$24.00
\$901 - \$999	\$27.00

\$1000 & above Multiply charge amount by .03

Example: \$1000 X .03 = \$30.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.16 Reconnection Charge**

A Reconnection Charge of \$25.00, or the highest allowed by law, will be assessed in accordance with the terms and conditions of this tariff and pursuant to District of Columbia law and Commission regulations.

5.17 Telephone Relay Service

When required by the Commission, the Company will participate in telephone relay service for handicapped or hearing impaired Customers. A rate for TRS established by the State will be assessed to the end-user. This fee will comply with all state regulations and requirements.

5.18 Universal Service Fund

The Universal Service Fund has been established to help pay for keeping local phone rates affordable for low income customers. The amount of the surcharge will be consistent with the rate set by the Commission from time to time.

SECTION 6.0 - SPECIAL ARRANGEMENTS

6.1 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 not generally 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 nondiscriminatory basis.

SECTION 7.0 - PROMOTIONAL OFFERINGS

7.1 Special Promotions

The Company may, from time to time, offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements. Notice of such promotional offerings will be filed with the Public Service Commission of the District of Columbia.