

Choice One Communications of Massachusetts Inc.

d/b/a EarthLink Business

1375 Peachtree Street, Level A

Atlanta, GA 30309

Issued By: Vice President, Tax

M.D.T.C. Tariff No. 5

Original Title Page

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

This tariff, Choice One Communications of Massachusetts, Inc. d/b/a EarthLink Business Tariff No. 5, replaces in its entirety, Choice One Communications of Massachusetts, Inc. d/b/a One Communications Massachusetts D.T.E. Tariff No. 2, which is currently on file with the Department.

Choice One Communications of Massachusetts Inc.

d/b/a EarthLink Business

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SWITCHED AND DEDICATED
ACCESS SERVICES WITHIN
THE COMMONWEALTH OF MASSACHUSETTS**

This tariff applies to the intrastate charges applying to access telecommunications services furnished by Choice One Communications of Massachusetts Inc. d/b/a EarthLink Business ("Carrier") between one or more points within the Commonwealth of Massachusetts. This tariff is on file with the Massachusetts Department of Telecommunications and Cable, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 1375 Peachtree Street, Level A, Atlanta, Georgia 30309.

Choice One Communications of Massachusetts Inc.
d/b/a EarthLink Business
 4001 Rodney Parham Road
 Little Rock, Arkansas 72212
 Issued By: Senior Regulatory Counsel

M.D.T.C. Tariff No. 5
 13th Revised Page 1
 Cancels 12th Revised Page 1

Issued: May 28, 2021

Effective: July 1, 2021

SWITCHED ACCESS SERVICES TARIFF

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.

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* - indicates those pages included with this filing

Choice One Communications of Massachusetts Inc.

d/b/a EarthLink Business

1170 Peachtree Street NE, Suite 900

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Issued By: Vice President, Tax

M.D.T.C. Tariff No. 5

3rd Revised Page 2

Cancels 2nd Revised Page 2

Issued: May 23, 2016

Effective: June 22, 2016

SWITCHED ACCESS SERVICES TARIFF

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* - indicates those pages included with this filing

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1375 Peachtree Street, Level A
Atlanta, GA 30309
Issued By: Vice President, Tax

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1st Revised Page 3
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Issued: January 3, 2012

Effective: February 2, 2012

SWITCHED ACCESS SERVICES TARIFF

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Issued By: Vice President, Tax

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Original Page 4

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

EXPLANATION OF SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) - Change In Regulation
- (D) - Discontinued Rate or Regulation
- (I) - Increase In Rate or Charge
- (M) - Text Moved From Another Tariff Location
- (N) - New Rate or Regulation
- (R) - Reduction In Rate or Charge
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- (S) - To Signify A Reissued Matter
- (T) - Change In Text But No Change In Rate Or Regulation
- (Z) - Correction

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

- 1.1.1 This tariff contains the regulations and rates applicable to intrastate access telecommunications services provided by Carrier for telecommunications between points within the Commonwealth of Massachusetts. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 1.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by another common carrier for use in accessing the services of Carrier.
- 1.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 1.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Massachusetts Department of Telecommunications and Cable. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

Issued: July 27, 2017

Effective: July 29, 2017

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY - Choice One Communications of Massachusetts Inc. d/b/a EarthLink Business.

COMPANY FACILITIES (3rd Party Tandem Provider) – Switched Transport rates apply to terminating traffic that traverses a tandem switch that is not owned by the Company (the terminating carrier) or its affiliates.

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COMMISSION - The Massachusetts Department of Telecommunications and Cable

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.2 DEFINITIONS (Cont'd.)

CUSTOMER - The person, firm or corporation which directly or indirectly orders access service and is responsible for the payment of charges and compliance with the Company's regulations. A person, firm or corporation is deemed a Customer of the Company if any of its traffic is terminated to a central office code (NPA-NXX) assigned to the Company or if End Users originate traffic on the Company's network that is routed to the person's, firm's or corporation's network. Should a Customer use the Company's access service, regardless of whether the Customer has affirmatively requested service or has an executed service order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.2 DEFINITIONS (Cont'd.)

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication that originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

Issued: January 3, 2012

Effective: February 2, 2012

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.2 DEFINITIONS (Cont'd.)

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

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Material originally found on this page is now found on page 10.1.

Issued: July 27, 2017

Effective: July 29, 2017

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.2 DEFINITIONS (Cont'd.)

Toll VoIP-PSTN Traffic - The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

UNE-P SWITCHED TRANSPORT – Service that traverses a tandem switch that is not owned by the company or its affiliates but is connected through a UNE-P configuration.

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VOIP PROVIDER - For the purposes of this Tariff, any service provider, including but not limited to carriers, that originates and/or terminates traffic in Internet protocol ("IP") format.

VOIP PROVIDER PARTNER - any VoIP Provider that uses the Company's services to exchange traffic with the PSTN.

VOIP-PSTN TRAFFIC - traffic exchanged between the Company and a Customer in Time-Division-Multiplexing format that originates and/or terminates in IP format.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY

1.3.1 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service, which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

1.3.2 OBLIGATION OF THE COMPANY

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. 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 Commonwealth of Massachusetts.

- 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.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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Issued By: Vice President, Tax

M.D.T.C. Tariff No. 5

Original Page 12

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.2 OBLIGATION OF THE COMPANY (Cont'd.)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY

- A. The Liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances as set forth in this tariff. The extension of such allowances shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the federal government, or of any other government, including federal and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-out, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY (Cont'd.)

- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company has the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- H. The Company is not liable for any defacement of or damage to the premises of the Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY (Cont'd.)

- J. The Company is not liable for any claims for loss or damages involving:
1. Breach in the privacy or security of communications transmitted over the Company's facilities;
 2. Injury to property or injury or death to persons, including claims for payments made under Worker's 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;
 3. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 4. Any act or omission in connection with the provision of 911, E911 or similar services;
 5. Any noncompletion of calls due to network busy conditions;
 6. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
 7. Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY (Cont'd.)

K. Claims

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

1. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
2. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
3. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.3 LIABILITY OF THE COMPANY (Cont'd.)

- L. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.
- M. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- N. 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.
- O. Year 2000 Readiness Disclosure

The Company will operate as specified in these and other applicable tariffs during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 (Y2K) defects in the Company's hardware, software, or systems. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

- 1. a local exchange carrier;
- 2. customer premise equipment; or
- 3. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.4 TESTING, MAINTENANCE, AND ADJUSTING

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

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

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.5 NON-ROUTING 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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.3.6 OWNERSHIP OF FACILITIES

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

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.7 RIGHTS-OF-WAY

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

1.3.8 SERVICES PROVIDED BY OTHER CARRIERS

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

1.3.9 GOVERNMENTAL AUTHORIZATIONS

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

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.10 ASSIGNMENT

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

1.3.11 NETWORK MANAGEMENT

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.12 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

1.3.13 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

1.3.14 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate its use service policies or are otherwise in violation of this Tariff.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.15 ALLOWANCES FOR INTERRUPTION IN SERVICE

- A. A credit allowance will be given for any period during which any line subscribed to by Customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff by Company.
- B. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports the service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.
- D. In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:
 - 1. For Monthly Recurring Charges, no credit allowance will be given on interruptions less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least 15 minutes thereof that the interruptions continues.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.15 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd.)

D. (Cont'd.)

2. For usage based charges, no credit will be allowed for an interruption less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of:
 - a. the monthly rates;
 - b. the assumed minutes of use charge; or
 - c. the minimum monthly usage charge, whichever is applicable, for each period of 24 hours or major fraction (12 hours and 1 minute) thereof that the interruption continues. However, in the case of the service billed based on actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.15 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd.)

E. No credit allowance will be made for:

1. Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
3. Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;
4. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;
5. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposed or for implementation of a Customer order for a change in service arrangements;
6. Interruptions of service due to circumstances beyond the control of the Company.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.16 TRANSMISSION SPECIFICATIONS

The Company's transmission path will meet the standard transmission specifications as set forth in Bellcore Technical Publications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to Bellcore Technical Publications, to the extent that the supplying service provider's facilities and services meet the specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to insure that the data parameters are met.

1.3.17 PROVISION OF SERVICE PERFORMANCE DATA

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously arranged intervals and format.

1.3.18 ACCEPTANCE TESTING

At no additional charge the Company will, at the Customer's request and where applicable, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity, and operations signaling. Balance parameters may also be tested where applicable.

1.3.19 ROUTINE TESTING

At no additional charge the Company will, at the Customer's request and where applicable, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise, and Balance (Return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent. The frequency of the tests will be as mutually agreed on by the Customer and the Company, but shall consist of not less than quarterly 1004 Hz loss and C-message noise tests, and an annual balance test. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.20 DETERMINATION OF THE NUMBER OF TRANSMISSION PATHS

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard company engineering methods.

1.3.21 TRUNK GROUP MEASUREMENT REPORTS

Subject to availability, the Company will make available to the Customer trunk group data in the form of usage in CCS, peg count and overflow, at previously agreed to intervals.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.4 PROHIBITED USES

- 1.4.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- 1.4.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- 1.4.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 1.4.4 A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 1.4.5 Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- 1.4.6 The services of the Company shall not be used to transmit impermissible content.
- 1.4.7 A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one of the other, and shall not be deemed to constitute a partnership or agency agreement.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICES

2.1.1 Use of Service

- 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 to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. 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.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- G. Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 USE OF FACILITIES AND SERVICES (Cont'd.)

2.1.1 Use of Service (Cont'd.)

- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 USE OF FACILITIES AND SERVICES (Cont'd.)

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 USE OF FACILITIES AND SERVICES (Cont'd.)

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 USE OF FACILITIES AND SERVICES (Cont'd.)

2.1.5 Minimum Use Contracts

The Company may offer services that require a minimum use guarantee ("MUG"). The Customer agrees to pay the minimum amount per period agreed to upon commencement of service. Customers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Customer choose to terminate a MUG agreement prior to its expiration date of, the Customer will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Company's approval, Customer converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Customer's agreement, Customer will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The minimum billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

Choice One Communications of Massachusetts Inc.

d/b/a EarthLink Business

1375 Peachtree Street, Level A

Atlanta, GA 30309

Issued By: Vice President, Tax

M.D.T.C. Tariff No. 5

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Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3

FLEXIBLE PRICING

2.3.1 **CONDITIONS**

Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 RESPONSIBILITY FOR ALL CHARGES

The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

2.4.2 DEPOSITS

- A. The Company reserves the right to examine the credit record of the Customer prior to the commencement of service and to reject, in Company's sole judgment, unqualified Customers. No Customer shall have any claim against Company for a credit rejection. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or re-submission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- B. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.4.2 DEPOSITS (Cont'd.)

C. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

D. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

E. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

2.4.3 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.4.4 PAYMENT OF CHARGES

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company as set forth in this tariff or by mutual written agreement of the parties.

- A. Non-recurring charges are due and payable as set forth in Section 2.4.4 B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which the service is provided, and Recurring Charges shall be due and payable as set forth in Section 2.4.4 B. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- B. All charges are due and payable by the last day of the invoice month (i.e., payment for invoices with a bill date of May 1st is due on or before May 31st) and are payable in immediately available funds. (C)
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days. (C)
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If service is disconnected by the Company in accordance with Section 2.8.1 and Section 2.8.4 following and later reinstalled, service will be subject to all applicable installation charges for the reinstallation. If service is suspended by the Company and later restored, it will be subject to all applicable restoration charges.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.4.5 RETURNED CHECK CHARGE AND COLLECTION FEES

- A. The Company reserves the right to assess a charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts.

- B. In the event that the Company incurs fees or expenses, the Company may charge the Customer all such fees and expenses reasonably incurred.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.4.6 LATE PAYMENT CHARGES

- A. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge shall be due from the Customer to the Company. The late payment charge shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of the following:
1. a rate of 1.5 percent per month accrued on a daily basis, from the date such amount was due; or
 2. the highest interest rate which may be applied under state law for commercial transactions.
- B. Late payment charges do not apply to government agencies of the Commonwealth of Massachusetts. These agencies are required to make payment in accordance with applicable state law.

2.5 DISPUTED BILLS

2.5.1 General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company as set forth in Section 12.1, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the specific invoice disputed, the date of the bill, the specific items on the bill being disputed, and the justification for the dispute.

In order to withhold payment for disputed amounts, the Customer must 1) pay all undisputed amounts by the due date and 2) provide written documentation of the dispute as described in this section by the due date for the billing period in question.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 TELEPHONE SURCHARGES/TAXES/CONTRIBUTIONS

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any and all such fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes, however designated, (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes, but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision, or as deemed taxable by the political subdivision.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

- A. In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.
- B. Suspension or termination shall not be made until:
 - 1. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
 - 2. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.
- C. Access service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- E. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. 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, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. 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, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd.)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd.)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd.)

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service. Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

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

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.3 Equipment Space and Power (Cont'd.)

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

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

2.9.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.9.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters that affect telecommunications service.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.7 Jurisdictional Reports

Where possible, the Company will determine the jurisdiction of both originating and terminating calls from the call detail records generated via the switched network, and bill usage according to such determination. A call that enters the Customer's network in a state different from the state in which the called station is located will be classified as interstate. A call that enters the Customer's network at a point within the same state where the called station is located will be classified as intrastate.

In those cases where it is not possible for the Company to determine the jurisdiction of the call from the call detail, the Customer may provide the Company with a percent interstate use. The percent, which should be represented as a whole number, is determined by taking the total interstate usage and dividing by the total minutes of use. The Customer may update the jurisdictional percentages reported to the Company on the First of January, First of April, First of July, and First of October. Reports should be received no later than the 20th of each month. Reports will be used on a go-forward basis, and will be in effect until the Customer submits a revised report. Customers beginning service in the middle of a quarter may submit a jurisdictional report at the onset of service.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.7 Jurisdictional Reports (Cont'd.)

In the absence of a Customer-provided percent interstate use, the following percentages will be used:

800 traffic:	100%
900 traffic:	100%
700 traffic:	100%
All other:	percent determined by measurable network usage.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company reserves the right to verify the percents on the jurisdictional reports by examination of the underlying data. The Company will submit a request for verification in writing to the Customer. Such a request will occur no more than once a year. Once the request is received, the Customer will have 30 days to supply or otherwise make available the data to the Company.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.9.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

2.9.9 Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

With Multifrequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgment wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

2.9.9 Measurement of Access Minutes (Cont'd.)

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

2.9.10 Network Congestion

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 AUTOMATIC NUMBER IDENTIFICATION

2.10.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

2.10.2 Up to 7 Digit Outpulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd.)

2.10.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd.)

2.10.3 Regulations (Cont'd.)

- D. The ANI recipient, or its designated billing agent, is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use, other than those listed above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).
- G. Where ANI cannot be provided, information digits will be provided to the Customer. The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd.)

2.10.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the Public Service Law of the Commonwealth of Massachusetts.

2.11 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 RATE CATEGORIES

There are four rate categories that apply to Switched Access Service:

- Local Switching
- Local/Tandem Transport (Transport Service)
- End User (Common Line) (See Section 4)
- Data Base Services

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2 RATE CATEGORIES (Cont'd.)

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

- A. Common Switching, which provides the local end office switching functions and optional features.
- B. Transport Termination, which provides for the trunk side arrangements that terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.
- C. Common Trunk Port, which provides for transport termination in common end office trunk ports. This charge applies to all minutes of use on tandem routed switched access.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2 RATE CATEGORIES (Cont'd.)

3.2.2 Transport Service

Transport Service provides for the transmission of calls between the Customer designated premises and the end office switch(es) where the Customer traffic is switched to originate or terminate the Customer's communication. Transport Service is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the Customer designated premise to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals.

Customers who choose Direct Access directly connect with the Company's office(s). In this case, the Customer is responsible for providing its own facility(s) to the Company office(s), and will be charged Port Charges. The Port Charges will consist of a non-recurring connection charge and a recurring monthly rental charge. The Port can be furnished on a DS0 or DS1 basis.

Customers who choose Standard Access connect with the Company's office(s) through another LEC's tandem switch. Transport Service rates are made up of a Transport Termination rate and Tandem Switching rate which are assessed on a per transmission path per access minute basis, and a Transport Mileage rate assessed on a per mile per access minute basis. Common Multiplexing is also associated with Transport Service and is assessed per access minute. The Transport Termination rate provides for the communication frequency transmission path at the Company switching central office and includes the Transport Service portion of central office switching and central office circuit equipment. The Tandem Switching rate applies to all minutes of use switched through the tandem. The Transport Mileage rate applies to transmission facilities provided by the Company between the Company's central office and a remote switching facility. Standard Access calls are also assessed an Interconnection charge per minute to provide for additional handling costs.

For purposes of determining Transport Mileage measurement, distance will be measured from the wire center that normally serves the customer designated premises to the end office switch(es), which may be a Remote Switching Module(s).

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2 RATE CATEGORIES (Cont'd.)

3.2.2 Transport Service (Cont'd.)

Where transmission facilities permit, the individual transmission path between the Customer's designated premises and the first point of switching may at the option of the Customer be provided with the following optional features at no charge:

Supervisory Signaling

Customer Specified Entry Switch Receive Level

Customer Specification of Local Transport Termination

3.2.3 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (Busy Hour Minutes of Capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying FGD traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in this Tariff, for each overflow in excess of ordered capacity.

3.2.4 Data Base Services

Data Base Services are provided using components of the Company's Common Channel Signaling, Signaling System 7 (CCS/SS7) network, such as 800 Service and LNP Query Service.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.3 OBLIGATIONS OF THE COMPANY (Cont'd.)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd.)

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.5 RATE REGULATIONS, (Cont'd.)

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

A. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee	\$250.00
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Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.5 RATE REGULATIONS, (Cont'd.)

3.5.3 Rate Periods

Switched Access rates are subject to time differentiation (time periods).

TIME PERIODS:

PEAK: Monday through Friday 9:00 AM to, but not including, 9:00 PM.

OFF-PEAK: Monday through Thursday 9:00 PM to, but not including, 9:00 AM and from 9:00 PM Friday to, but not including, 9:00 AM Monday. All day Christmas, New Years, Thanksgiving, Independence, and Labor Days.

Issued: May 28, 2021

Effective: July 1, 2021

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 RATES AND CHARGES

3.6.1 Recurring Charges

	<u>Originating</u>		<u>Terminating</u>		(C)
	<u>8YY</u>	<u>Non-8YY</u>	Via Company <u>Facilities</u>	Via UNE-P <u>Switched Transport</u>	
A. Local Switching					
Per Access Minute	\$0.002302	\$0.002302	\$0.0000000	\$0.0000000	
July 1, 2022-June 30, 2023	\$0.001151 (R)				
On and after July 1, 2023	\$0.000000 (R)				
B. Local Transport					
Per Access Minute	*	\$0.000000	\$0.000000	\$0.0000000	
C. Transport Mileage					
Per Access Minute, Per Mile	*	\$0.000002	\$0.000002	\$0.0000000	
D. Tandem Switching					
Per Access Minute	\$0.00100 (R)	\$0.001538	\$0.000000	\$0.0000000	
E. Interconnection Charge					
Per Access Minute	\$0.000000	\$0.000000	\$0.000000	\$0.0000000	
F. Common Trunk Port (Shared End Office Trunk Port)					
Per Access Minute	\$0.001688	\$0.001688	\$0.000000	\$0.0000000	
July 1, 2022-June 30, 2023	\$0.00844 (R)				
On and after July 1, 2023	\$0.00000 (R)				
G. Host Remote Transport Termination					
Per Access Minute	\$0.000000	\$0.000000	\$0.000000	\$0.0000000	
H. Host Remote Transport Facility					
Per Access Minute, Per Mile	\$0.000000	\$0.000000	\$0.000000	\$0.0000000	(C)

* Rate included in 8YY Tandem Switching.

(N)

Choice One Communications of Massachusetts Inc.

d/b/a EarthLink Business

1375 Peachtree Street, Level A

Atlanta, GA 30309

Issued By: Vice President, Tax

M.D.T.C. Tariff No. 5

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Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 RATES AND CHARGES (Cont'd.)

3.6.1 Recurring Charges (Cont'd.)

I. Network Blocking Charge
Per Call Blocked

\$0.0077

J. Port Charges

Per DSO Port, per month
Per DS1 Port, per month

Per Port/Month

\$48.50

\$609.75

Channel
Termination

\$161.00

\$181.00

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.7 PRESUBSCRIBED INTEREXCHANGE CARRIER CHARGE (PICC)

The Presubscribed Interexchange Carrier Charge (PICC) is a monthly charge imposed by the Company on IXCs for multi-line business, ISDN-PRI and T-1 Customers served by the Company who subscribe to the IXC's long distance service. For ISDN-PRI and T-1 Customers, the Company will assess five (5) PICC charges per circuit. An IXC selected by the Customer for both their interLATA and intraLATA long distance service will be subject to a single PICC per line. This charge will not be prorated for a partial month of service, is not subject to any discounting and does not contribute to any monthly minimums.

	<u>Monthly Recurring Charge</u>
Per presubscribed multi-line business Customer line	\$4.31
Per ISDN-PRI or T-1 facility	\$21.55
Per Centrex line	\$0.47

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 SERVING CENTRAL OFFICE AND REMOTE SWITCHING LOCATIONS

The Company maintains Remote Switching Locations at various locations in its network to support connections between End Users and the Company's Central Office(s). Mileage for transport between a Remote Switching Location and a Company Central Office is based on airline mileage. A listing of the Company's Central Office and Remote Switching Locations and their designated V&H coordinates is provided below:

Serving Switch			Remote Switching Location		
CLLI	V Coordinate	H Coordinate	CLLI	V Coordinate	H Coordinate
SPFDMAXLDS1	4617	1406	AGWMMAROHAC	4628	1410
			AMHRMASPHAA	4566	1435
			BRPKMAWIHAA	4612	1401
			CHCPMARIHAC	4612	1414
			CHCPMAWEHAA	4604	1415
			EHMPMARAHAA	4600	1440
			ELNMMAPLHAA	4619	1392
			GNFDMACHHAC	4537	1475
			HLYKMAMAHAA	4605	1424
			INORMARLHA1	4601	1401
			LDLWMAWIHAA	4599	1400
			LGMDMALOHA1	4627	1400
			NATNMAMAHAA	4587	1442
			PLMRMAPLHA1	4584	1381
			SPFDMAWOHAE	4620	1408
			SPFDMAWOHAK	4620	1408
			WLBRMAMAHAA	4599	1391
			WSFDMAWAHAA	4633	1430

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 SERVING CENTRAL OFFICE AND REMOTE SWITCHING LOCATIONS (Cont'd)

Serving Switch			Remote Switching Location		
CLLI	V Coordinate	H Coordinate	CLLI	V Coordinate	H Coordinate
WRCSMANKDS0	4514	1329	ACTNMAMAHAK	4444	1317
			ANDVMAELHAM	4379	1301
			ATHOMARIHAA	4499	1428
			AYERMAPLHAA	4441	1344
			CHFRMANOHAL	4411	1319
			CLTNMACHHAA	4475	1335
			FLRVMANMHAO	4543	1170
			FRMNMAUNHBL	4472	1284
			FTBGMAMAHAC	4458	1374
			GFTNMAWOHAA	4511	1308
			GNDLMASUHAC	4506	1334
			GRNRMAWEHAA	4479	1397
			HLDNMAHOHAA	4505	1348
			HVHLMAWIHAI	4352	1310
			LMNSMASCHAC	4464	1361
			LWLLMAAPHAW	4399	1320
			LWRNMACAHAZ	4373	1310
			MLBRMAGRHAA	4522	1314
			MLFRMAWAHAH	4507	1277
			MRBOMAMAHAT	4473	1308
			NBFDMASMHAA	4542	1365
			NBFRMAAEHAN	4532	1131
			NRBOMASCHAE	4489	1313
			NTCKMAECHAT	4463	1274
			SBDGMAMAHAA	4569	1332
			SHRWMAGRHAH	4505	1318
			STBGMAMAHAA	4569	1346
			TNTNMAPLHAM	4503	1190
			WBSTMANEHAA	4558	1309
			WRCSMACEHAX	4514	1330
WRCSMACEHAX	4514	1329	NBFRMAAEHAN	4532	1131
			PLMOMACOHAG	4450	1144
			WRCSMACEHAP	4514	1330

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS

4.1 GENERAL

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plans of 1 to 5 years. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services in excess of 5 years will be negotiated on an ICB.

4.2 SERVICE CONFIGURATIONS

There are two types of service configurations over which Carrier's services are provided: point-to-point service and multipoint service.

4.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

4.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.3 CONTRACT RATES - SPECIAL PRICING ARRANGEMENTS-ICB

4.3.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis and will be filed with the M.D.T.C. as part of this Tariff.

4.3.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS

The following service descriptions and technical specifications will apply to Carrier's services. When references to Bellcore Technical Publications on file with the F.C.C. are made for performance criteria, the criteria will be considered objectives for Carrier's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Carrier. Technical publications are available for review by the Customer upon request.

4.4.1 Voice Grade Service (DS-0)

A Voice Grade Facility is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated as analog two-wire or four-wire, or where facilities permit, as a four-wire in a digital format when used in conjunction with another Voice Grade Facility termination at the other end. Voice Grade Facilities are provided between Customer designated locations or between a Customer designated location and a Carrier's hub.

Transmission specifications are defined in Bellcore Technical Reference TR-TSY-000335, issue 2 and PUB 41004, Table 4, and those publications referenced therein for Voice Grade frequency (300-3000hertz Voice Grade Transmission).

Issued: August 24, 2011

Effective: September 23, 2011

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.1 Voice Grade Service (DS-0) (Cont'd.)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

		<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
A.	Channel Termination (Per Termination)		
1.	Two-Wire Minimum	ICB	ICB
	Maximum	ICB	ICB
2.	Four-Wire Minimum	ICB	ICB
	Maximum	ICB	ICB
		<u>Per Mile</u>	
B.	Channel Mileage Minimum	ICB	
	Maximum	ICB	
		<u>Per Termination</u>	
	Channel Mileage Termination	ICB	

Issued: May 23, 2016

Effective: June 22, 2016

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.2 Digital Data Service (DDS)

A Digital Data Channel is a channel for duplex four-wire transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides synchronous service with timing provided by Carrier, through Carrier facilities to the Customer in the received bit stream. Digital Data channels are provided only between Customer designated locations and/or between Customer designated locations and a Carrier's hub. (T)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

A.	Channel Termination (Per Termination)	<u>Monthly</u>	<u>Nonrecurring</u>
	2.4 kbps	ICB	ICB
	4.8 kbps	ICB	ICB
	9.6 kbps	ICB	ICB
	19.2 kbps	ICB	ICB
	56.0 kbps	ICB	ICB
	64.0 kbps	ICB	ICB
B.	Channel Mileage Facility	<u>Per Mile</u>	
	2.4 kbps	ICB	
	4.8 kbps	ICB	
	9.6 kbps	ICB	
	19.2 kbps	ICB	
	56.0 kbps	ICB	
	64.0 kbps	ICB	

Choice One Communications of Massachusetts Inc.
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Issued By: Vice President, Tax

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Issued: May 23, 2016

Effective: June 22, 2016

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.2 Digital Data Service (DDS) (Cont'd.)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB) (Cont'd.)

C.	Channel Mileage Termination	<u>Per Termination</u>
	2.4 kbps	ICB
	4.8 kbps	ICB
	9.6 kbps	ICB
	56.0 kbps	ICB
	64.0 kbps	ICB

4.4.3 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub. (T)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

4.4.4 Type I Channels

Type I digital channels are provided where both endpoints of a channel are served by the Company's network.

Issued: May 23, 2016

Effective: June 22, 2016

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.5 Type II Channels

Type II digital channels are provided where at least one endpoint of a channel is served by the network of an entity with whom the company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the company's facilities are based on the rates for the corresponding Type I Channel rates. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

4.4.6 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB)

(T)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

Issued: August 24, 2011

Effective: September 23, 2011

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.7 DS-3 Packaging

DS-3 services may be ordered in multiples as specified in the following. These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications.

A. High Capacity Services

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Channel Termination (Per Termination)		
a. DS1 1.544 Mbps		
Minimum Rate	ICB	ICB
Maximum Rate	ICB	ICB
b. Capacity of 1 DS3 44.736 Mbps Interface		
Minimum Rate	ICB	
Maximum Rate	ICB	
per DS3 Channel Installed		
Minimum Rate	ICB	ICB
Maximum Rate	ICB	ICB
c. Capacity of 3 DS3 44.736 Mbps Interface		
Minimum Rate	ICB	
Maximum Rate	ICB	
per DS3 Channel Installed		
Minimum Rate	ICB	ICB
Maximum Rate	ICB	ICB

Issued: August 24, 2011

Effective: September 23, 2011

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.7 DS-3 Packaging (Cont'd.)

A. High Capacity Services (Cont'd.)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB) (continued).

		<u>Monthly</u> <u>Rate</u>	<u>Nonrecurrin</u> <u>g Charge</u>
1.	Channel Termination, (Cont'd.) (Per Termination)		
d.	Capacity of 6 DS3 44.736 Mbps Interface		
	Minimum Rate	ICB	
	Maximum Rate	ICB	
	per DS3 Channel Installed		
	Minimum Rate	ICB	ICB
	Maximum Rate	ICB	ICB
e.	Capacity of 12 DS3 44.736 Mbps Interface		
	Minimum Rate	ICB	
	Maximum Rate	ICB	
	per DS3 Channel Installed		
	Minimum Rate	ICB	ICB
	Maximum Rate	ICB	ICB

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (CONT'D.)

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.7 DS-3 Packaging (Cont'd.)

A. High Capacity Services (Cont'd.)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

2.	Channel Mileage	<u>Monthly Rate</u>
a.	Channel Mileage Facility (Per Mile)	
	64 kbps	ICB
	1.544 Mbps	ICB
	44.736 Mbps	ICB
b.	Channel Mileage Termination (Per Termination)	
	64 kbps	ICB
	1.544 Mbps	ICB
	44.736 Mbps	ICB
3.	Term Discounts Percentages	
	DS1 and DS3 services	
	36 months	ICB
	60 months	ICB

4.4.8 Fractional DS-1 Service

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

Issued: August 24, 2011

Effective: September 23, 2011

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd.)

4.4.9 Multiplexing Services

Multiplexing is provided in the following configurations:

M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps channel into 28 DS-1 channels using digital time division multiplexing.

DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

Multiplexing, per arrangement	<u>Monthly Rate</u>
DS3 to DS1	
DS1 to Voice	ICB
DS1 to DS0	ICB
DS0 to Subrates	
up to 20 2.4 kpbs services	ICB
up to 10 4.8 kpbs services	ICB
up to 5 9.6 kpbs services	ICB

4.4.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

Issued: May 23, 2016

Effective: June 22, 2016

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.5 RATE CATEGORIES

There are seven rate categories that may apply to Carrier's Services.

4.5.1 Channel Terminations (CT) / Local Distribution Channel (LDC)

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard interface arrangement which defines the technical characteristics associated with the type of facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

(T)

4.5.2 Channel Mileage Termination (CMT) - Fixed

This rate element applies per termination whenever there is mileage associated with the channel; a channel has mileage associated with it when the endpoints are located in geographic areas normally served out of separate Telephone Company end offices. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

4.5.3 Channel Mileage (CM) - Per Mile

This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Telephone end offices that normally serve the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in Section 4.7. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

Issued: August 24, 2011

Effective: September 23, 2011

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4.5 RATE CATEGORIES (Cont'd.)

4.5.4 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

4.5.5 Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. The M.D.T.C. prior to the provision of such service shall approve special services not addressed in this tariff.

Issued: August 24, 2011

Effective: September 23, 2011

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.5 RATE CATEGORIES (Cont'd.)

4.5.6 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this tariff, to customers that subscribe to substantial volumes of Carrier's services.

4.5.7 Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 5 years, as specified in this tariff.

4.6 APPLICATION OF RATE ELEMENTS

The rate elements described in F1 of this tariff will be applied as follows:

4.6.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

4.6.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.7 REGULATIONS AND COMPUTATIONS OF MILEAGE

4.7.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

4.7.2 All times refer to local time.

4.7.3 All inter-city services are rated according to the mileage between the Carrier's Point of Presence in each city.

4.7.4 Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:

A. Utilize the "V" and "H" coordinates for each Customer designated location.

B. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.

C. Square each difference obtained in step (ii) above.

D. Add the square of the "V" difference and the "H" difference obtained in step (iii) above.

Issued: August 24, 2011

Effective: September 23, 2011

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.7 REGULATIONS AND COMPUTATIONS OF MILEAGE (Cont'd.)

4.7.4 (Cont'd.)

- E. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

Issued: August 24, 2011

Effective: September 23, 2011

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.8 BACK BILLING

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

4.9 TAXES

4.9.1 Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

4.10 TEMPORARY PROMOTIONAL PROGRAMS

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filled with the Massachusetts Department of Telecommunications and Cable subject to the requirements of applicable law.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 5 - END USER ACCESS SERVICE (CARRIER COMMON LINE)

5.1 GENERAL

The Company will provide End User Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. End User Access provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 LIMITATIONS

No telephone number or detailed billing will be provided with End User Access. Directory listings and intercept arrangements are not included in the rates and charges for End User Line Access.

5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of End User Access Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.9.7 of this tariff.

5.4 RATES AND CHARGES

<u>Per access minute:</u>	<u>Originating</u>	<u>Terminating</u>
Peak	\$0.00000	\$0.00000
Off-Peak	\$0.00000	\$0.00000

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 6 - SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of A, B and C above.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)

6.1 SPECIAL CONSTRUCTION (Cont'd.)

6.1.2 Termination Liability

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

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d/b/a EarthLink Business

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Issued By: Vice President, Tax

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Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 7 - RECIPROCAL COMPENSATION ARRANGEMENTS

7.1 GENERAL

Reciprocal Compensation Arrangements are available to Other Network Providers ("ONP's") who are also certified providers of local exchange service. Under a Reciprocal Compensation Arrangement, the Company compensates the ONP for Company traffic terminating on the ONP's network and the ONP compensates the Company for ONP traffic terminating on the Company's network.

The Carrier Common Line element shall not apply to Reciprocal Compensation Arrangements.

The Local Switching element shall apply to Reciprocal Compensation Arrangements.

The Local Transport element will apply to Reciprocal Compensation arrangements. The Local Transport element does not apply to traffic delivered over direct trunks to an end office where the ONP has ordered Expanded Interconnection Service at a Company end office switch or the Company has obtained similar interconnection at an ONP location.

The Company will pay transport charges for traffic that it terminates on a cellular carrier's network until such time as that carrier interconnects, through its own facilities or a third carrier's facilities, directly to a Company end office.

7.2 MEASUREMENT OF ACCESS MINUTES AND DETERMINATION OF BALANCE

The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage

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Issued By: Vice President, Tax

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Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 8 - BILLING AND COLLECTION

8.1 GENERAL

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)
- Chargeable Optional Features
- 800 Database Access Service

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature that provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd.)

8.2.1 Undertaking of the Company

A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.

B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd.)

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd.)

8.2.4 Payment Arrangements and Audit Provision

A. Notice and Scope

1. Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.
2. The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
3. The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
4. The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
5. Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd.)

8.2.4 Payment Arrangements and Audit Provision (Cont'd.)

B. Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd.)

8.2.4 Payment Arrangements and Audit Provision (Cont'd.)

C. Requests for Examinations

1. In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.
3. Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

D. Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

E. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd.)

8.2.4 Payment Arrangements and Audit Provision (Cont'd.)

F. Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start. When a customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

G. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth in (F) preceding will apply for the canceled special order.

8.2.5 Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

Issued: August 24, 2011

Effective: September 23, 2011

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SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.3 **AUTOMATIC NUMBER IDENTIFICATION**

ANI provided the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises.

8.3.1 **Rate Regulations**

When ANI is delivered (with Feature Group D originating) and the customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the customer.

8.3.2 **Rates and Charges**

ANI, Per Originating Attempt	\$.01186
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Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.4 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd.)

8.4.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in Section 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.
- C. The company will specify the format in which requests and tapes are to be submitted.
- D. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.
- E. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd.)

8.4.2 Obligations of the Customer

- A. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- D. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.
- E. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd.)

8.4.2 Obligations of the Customer (Cont'd.)

E. (Cont'd.)

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

F. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd.)

8.4.3 Rate Regulations

A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.

B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 8.4.2 E preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

D. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

E. Rates and Charges

Service Establishment Charge, Nonrecurring	\$150.00
Request, per telephone number	\$ 0.25

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 8 - BILLING AND COLLECTION (CONT'D.)

8.5 MEET POINT BILLING

In cases where the Customer chooses to originate and terminate its switched traffic with the Company via the use of another Local Exchange Carrier's (LEC) tandem facilities (tandem connection), Meet Point Billing (MPB) will apply. Both the Company and the other LEC will issue bills to the Customer for services rendered.

With tandem connection, both the Company and the other LEC will prepare its own bill and bill charges in accordance with its own tariff, unless other arrangements are made that are mutually agreeable to both the Company and the Customer. Mileage sensitive charges will be proportionately billed in accordance with industry standards.

8.6 CHARGEABLE OPTIONAL FEATURES

800 Database Access Service is provided to all customers in conjunction with switched access service. When a 1+800+NXX-XXXX call is originated by an end user, the Company will utilize the SS7 network to query an 800 database to identify the Customer to whom the call will be delivered, and to provide vertical features based on the dialed digits. The call will then be routed to the identified Customer over switched access.

A Basic or Vertical Feature Query charge is assessed for each query launched to the 800 database. The Basic Query provides for the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800 calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same customer identification function in addition to vertical features which may include: (1) call validation, ensuring that call originates from subscribed service areas; (2) POTS translation of 800 numbers; (3) alternate POTS translation, which allows subscribers to vary the routing of 800 calls based on factors such as time of day, place of origin of the call, etc.; (4) multiple carrier routing, which allows subscribers to route to different carriers based on factors similar to those in (3).

8.6.1 Rates and Charges

800 Data Base Access Service

Base Query, per query:

\$
0
.
0
0
4

Vertical Features:

800 to POTS translation, per query	\$0.0016
All other, per query	\$0.0035

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 9 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES

9.1 Usage Rates

Usage rates for switched access service are rates that apply: (1) on a per access minute basis when Direct Access; (2) on a per call blocked basis beyond the blocking threshold for Network Blocking; (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis. Rates for these services are found in the Rate Attachment.

9.2 Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable optional feature of basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

9.3 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity. The types of non-recurring charges are as follows:

9.3.1 Access Order Charge

The Access Order Charge applies to all Customer requests for new switched access service, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this tariff.

Access Order Charge: \$150.00

The Access Order Charge does not apply:

- to administrative changes;
- when a change in a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 10 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES (CONT'D.)

9.3 Nonrecurring Charges (Cont'd.)

9.3.2 Installation of Service

Non-recurring charges apply to each Direct Access service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

*Provided on an Individual Case Basis

9.3.3 Service Rearrangements

All changes to existing services other than changes involving administrative activities will be treated as the discontinuance of the existing service and an installation of a new service. Installation charges as described in 10.3.2. above apply. Changes and additions to existing services which are necessary due to Company initiated network reconfigurations will be made without charge to the Customer.

Administrative changes include the following:

- change of Customer name;
- change of Customer or Customer's end user premises address when the change of address is not the result of a physical relocation of equipment;
- change in billing data (name, address, contract name or telephone number);
- change of agency authorization;
- change of customer circuit identification;
- change of billing account number;
- change of Customer test line number;
- change of Customer or Customer's end user contact name or telephone number;
- change of jurisdiction.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 10 - INTRALATA TOLL DIALING PARITY PLAN

10.1 Introduction

The Company has implemented the following processes which are designed to give end user customers the opportunity to designate a carrier for their intraLATA toll call traffic in those market areas where the Company is a facilities-based local exchange service provider. IntraLATA toll calls will automatically be directed to the designated carrier without the end user having to dial an access code.

10.2 Policies

The Company will deploy two-PIC (Primary Interexchange Carrier) technology in its switches enabling end users to pre-subscribe to either the same or two different carriers for their intraLATA and interLATA service.

Appropriate tariffs will be revised and filed in accordance with this plan.

The Company will offer end users the ability to access all participating carriers by dialing the appropriate access code (10XXX/101XXXX).

All eligible end user telephone line numbers will be pre-subscribed and have a PIC associated with them.

The Company will classify eligible and ineligible intraLATA toll calls as identified in Bell Atlantic's intraLATA toll dialing parity plan and approved by the Massachusetts Department of Telecommunications and Cable ("Department") in NYNEX ILP, D.P.U. 96-106.

10.3 Carrier Information

Interexchange carriers will have the option of offering intraLATA service only or intraLATA and interLATA service.

Interexchange carriers will have the option of participating in all market areas or in a specific market area.

Interexchange carriers will be required to return a completed Non-Disclosure Agreement and Participation Agreement(s).

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 10 - INTRALATA TOLL DIALING PARITY PLAN (CONT'D.)

10.3 Carrier Information (Cont'd.)

The Company will not participate in billing disputes to which the Company is not a party for intraLATA service between an alternative competing interexchange carrier and its end users.

Company representatives will not initiate or accept three-way calls from an alternative interexchange carriers in order to discuss pre-subscription.

Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem owner and to the Company.

Carriers wishing to participate must have an approved toll tariff on file with the Department.

10.4 Call Eligibility/Toll Dialing Plan

All local service end user customers of the Company will have calls routed according to the following plan:

<u>If an end user of the Company Dials:</u>	<u>The Call is Handled By/Routed To:</u>
911	PSAP on originating line number
411/555-1212	The Company's Directory Assistance Operator
0-	The Company's Operator
0 + intraexchange number	IntraLATA Toll Provider
1 + 7 or 10 digits	IntraLATA Toll Provider
0 + 7 or 10 digits interexchange number	InterLATA Toll Provider
10XXX or 101XXXX + 0-	XXX/XXXX Carrier
10XXX or 101XXXX + 0 + 7 or 10 digits	XXX/XXXX Carrier
10XXX or 101XXXX + 7 or 10 digits	XXX/XXXX Carrier

If an end user customer of the Company originates a call to an alternative interexchange carrier's Operator by dialing 00-, the call will be routed to the PIC on that end user's line. If the end user originates a call to an alternative interexchange carrier's Operator by dialing an access code (e.g., 10XXX/101XXXX + 0-), the call will be routed to the XXX/XXXX carrier. In both cases, the carrier's switch is responsible for routing this call to the alternative interexchange carrier's Operator or to an announcement.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 10 - INTRALATA TOLL DIALING PARITY PLAN (CONT'D.)

10.5 Network Information

All originating intraLATA traffic will initially be routed via the incumbent Local Exchange Carrier (LEC) Access Tandem(s). Following conversion, direct trunks between the Company's switch and the interexchange carrier location(s) may be provided when warranted by traffic volume.

Interexchange carriers must have Feature Group D trunks in place (or ordered) between their point of presence and the incumbent LEC Access Tandem(s).

The Company will route all originating intraLATA traffic to the designated carrier and will only block traffic at the request of the end user and/or in compliance with regulatory requirements. Requests from carriers to block traffic or to remove end users from their network will not be honored. Calls that cannot be completed to a carrier will be routed to an announcement.

10.6 End User Contact Information

End user contact representatives of the Company will process end user initiated PIC selections to the Company or to an alternative intraLATA carrier. Carriers will have the option of allowing the Company's representative to process PIC requests on their behalf.

The Company will not ballot or allocate its customer base. At the time of conversion, all end users will be "PIC'd" to the Company unless another carrier is chosen by the particular end user.

End user customer contact representatives of the Company will respond to end user inquiries about intraLATA carriers in a competitively neutral fashion. If an end user requests information on alternative carriers other than the Company, a list of participating carriers will be read to that end user in random order by representatives of the Company.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 10 - INTRALATA TOLL DIALING PARITY PLAN (CONT'D.)

10.6 End User Contact Information (Cont'd.)

The Company has prepared a notice to be sent to all new end users informing them of the availability of intraLATA presubscription within its service territories. The Company will circulate the notice either via bill inserts or new customer "Welcome Packages."

Any end users acquired by the company within the sixty day period following the approval of intraLATA toll dialing parity plan shall be provided with educational information regarding the availability of intraLATA presubscription.

If the intraLATA toll carrier selected by the end user permits the Company to process orders on their behalf, the Company will accept the PIC change request. If the end user selects an intraLATA toll carrier that does not allow the Company to process PIC changes on its behalf, the Company will provide the end user with the carrier's toll-free number (if provided by the carrier).

The Company's representatives will not discuss alternative carrier rates or services and will not provide end users with Carrier Identification Codes or access code dialing instructions.

10.7 Pre-Subscription Information

A \$5.00 PIC change charge will be incurred and billed to an end user customer of the Company for each eligible line where a PIC change is made. A single PIC change charge of \$5.00 will normally apply to those end users that simultaneously make intra- and inter- LATA PIC changes but will be waived by the Company for situations in which the end user agrees to presubscribe to the Company for both local and long distance calling. The Company will offer interexchange carriers the option of having the PIC charge billed to the carrier or directly to the end user.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 10 - INTRALATA TOLL DIALING PARITY PLAN (CONT'D.)

10.7 Pre-Subscription Information (Cont'd.)

New line end users, including customers adding lines, will have the opportunity to select a participating carrier, or they will be assigned a NO PIC designation. If an end user cannot decide upon an intraLATA carrier at the time of order, the Company may extend a 30-day period following placement of the end user's service order for the end user to select an intraLATA carrier without charge. Such an end user will be assigned a NO PIC designation in the interim. After this 30-day period, the Company will assess the \$5.00 PIC change charge as described above. End users assigned a NO PIC designation as set forth in this paragraph will be required to dial an access code to reach an intraLATA carrier's network.

If an end user customer of the Company denies requesting a change in intraLATA toll providers as submitted by an intraLATA carrier, and the intraLATA carrier is unable to produce a Letter of Agency signed by the end user or some other form of verification that is permitted by law, the intraLATA carrier will be assessed a \$30.00 charge for the unauthorized PIC change and the PIC will be changed as per the end user's request. This penalty is in addition to any other penalties authorized by law.

Alternative interexchange carriers may submit PIC changes to the Company via a fax/paper interface.

The Company will process intraLATA PIC selections in the same manner and under the same intervals of time as interLATA PIC changes.

Carriers will be required to submit PIC changes using the Customer Account Record Exchange (CARE) format via paper medium. The Company will provide carriers with PIC order confirmation and reject information using the CARE format. Specific details regarding CARE will be provided to participating carriers.

For end users who change their local service provider from the incumbent LEC to the Company and retain their incumbent LEC telephone number(s), the Company, as part of the CARE PIC process, will provide the selected intraLATA carrier with both the retained (incumbent LEC) telephone number and the Company's telephone number.

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 11 - MISCELLANEOUS CARRIER SERVICES

This section sets forth the rules and charges associated with services provided to other carriers in addition to the access services discussed in preceding sections of this tariff.

This section clarifies and supplements the rules and procedures adopted by the Company for services provided to other carriers as referred to in existing interconnection agreements between the Company as well as any other tariff set forth by the Company or other carrier for the provisioning of telecommunications service to end user customers.

11.1 ADMINISTRATIVE SERVICES

11.1.1 Power and Space Rentals

The Company will assess a monthly recurring charge for rack space and equipment power utilized by other carriers.

Per Month, Per Premise**:

	\$280.70
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11.1.2 Port Back Charges

The Company will assess the following charges on a per line basis on other carriers for switching end user customers back to their network:

Port Back Charges	<u>Nonrecurring Charges, Per Line</u>
Springfield Markets	\$50.00
Worcester Markets	\$50.00

Issued: August 24, 2011

Effective: September 23, 2011

SWITCHED ACCESS SERVICES TARIFF

SECTION 12 - NOTICES TO COMPANY

12.1 Notices

Notices provided to the Company by the Customer shall be in writing and shall be (a) delivered personally, (b) delivered by a nationally recognized express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by facsimile; provided that a confirmation copy is sent by the method described in (a), (b), or (c) of this section, to the following addresses of the Company:

To:

Choice One Communications Inc.
d/b/a EarthLink Business
Attn: Director, Access Revenue
2610 Horizon Drive SE, Suite B
Grand Rapids, Michigan 49546
Facsimile: 616.988.0466

With a copy to:

Choice One Communications Inc.
d/b/a EarthLink Business
Attn: Vice President, Legal and Regulatory Affairs
5 Wall Street
Burlington, MA 01803
Facsimile: 781.362.1312

And to such other address as the Company shall designate by proper notice.

Issued: August 30, 2012

Effective: September 29, 2012

SWITCHED ACCESS SERVICES TARIFF

SECTION 13 – VOIP-PSTN TRAFFIC

13.1 Identification and Rating of VoIP-PSTN Traffic

13.1.1 Scope - This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011), as Amended or Revised ("FCC Order"). (T)
Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

13.1.2 Rating of VoIP-PSTN Traffic - The Relevant VoIP-PSTN Traffic identified in accordance with this Section will be billed at rates equal to the lower of the tariffed rates (T) for the Company's switched access services as described in Section 3.6 of this tariff or | Section 3.8.1.B of the Company's FCC access services tariff. Consistent with the FCC (T) Order, charges are assessed by the Company for services provided by the Company and/or by any of its VoIP Provider Partner(s).

13.1.3 Calculation and Application of Percent-VoIP-Usage Factor – the Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer.

The PVU for traffic will be derived and applied as follows:

A. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate and interstate access MOU for traffic that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information consistent with the FCC Order.

B. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU for traffic in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information consistent with the FCC Order.

Issued: January 3, 2012

Effective: February 2, 2012

SWITCHED ACCESS SERVICES TARIFF

SECTION 13 – VOIP-PSTN TRAFFIC (CONT'D.)

(N)

13.1 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

13.1.4 Initial PVU Factors - If the PVU factors are not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factors are available and can be implemented the Company will adjust the Customer's bills to reflect the PVUs retroactively to January 1, 2012. In calculating the initial PVUs, the Company will take the Customer-specified PVU-A into account retroactively to January 1, 2012, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-B, as specified in subsection 13.1.3.B, above.

13.1.5 PVU Factor Updates - The Customer may update the PVU-A factor quarterly using the method set forth in subsection 13.1.3.A, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

13.1.6 PVU Factor Verification - Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factor.

(N)