

**Tariff Schedule Applicable to
Resold and Facilities-Based
Local Exchange and Intrastate Interexchange Services
Furnished by
Airus, Inc.
Between Points Within the Commonwealth of Massachusetts**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for telecommunications services provided by Airus, Inc. with principal offices at 840 South Canal Street, 7th Floor, Chicago, IL 60607. This tariff applies for services furnished 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 the Company's principal place of business.

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CHECK SHEET

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

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Department. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Department, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Department.

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EXPLANATION OF SYMBOLS

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

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SECTION 1 - DEFINITIONS

“Applicant” refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

“Bill” refers to a written statement from a company to a customer setting forth the amount of telephone or telegraph service consumed or estimated to have been consumed for a specified billing period.

“Business Hours” refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

“Company” or “refers to Airus, Inc.

“Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

“Customer” refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

“Delinquent or Delinquency” refers to an account for which payment has not been paid in full on or before the last day for timely payment.

“Department” or “DTC” refers to the Massachusetts Department of Telecommunications and Cable.

“Airus” refers to Airus, Inc.

“Local Access Transport Area (“LATA”)” refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

“Local Exchange Service” refers to voice-grade telephone exchange lines or channels that provide local access from the premises of a subscriber in Massachusetts to the local telecommunications network to effect the transfer of information.

“Nonrecurring Charges” refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

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SECTION 1 - DEFINITIONS (Cont'd)

“Service” refers to any telecommunications service(s) provided by the Company under this tariff and under the regulatory jurisdiction of the DTC.

“Subscriber” refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company’s regulations pursuant to this tariff.

“Station” refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

“Tariffs” refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company’s website in accordance with the regulations of a state or federal regulatory authority.

“Telecommunications Company” refers to all persons, firms, corporations, associations and joint stock associations or companies, as defined in M.G.L. c. 159, furnishing or rendering local telephone exchange service to subscribers in Massachusetts, including resellers and facilities-based carriers.

“Telephone Numbers” refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Airus Customers and used in conjunction with the Services provided pursuant to this tariff.

“Voice Grade Exchange Telephone Line” refers to any retail dial-tone line capable of accessing 911 service. For purposes of 220 CMR 16.00, this refers only to wireline services.

“Virtual NXX” VNXX) traffic is traffic associated with the assignment of a telephone number (as set forth in the Local Exchange Routing Guide also referred to as the “LERG”) to a customer that is not physically located in the exchange to which the NXX is assigned; thus permitting end users in one local calling area to make “local” calls to end users located in another local calling area either within the same LATA or in another LATA.

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SECTION 2. RULES AND REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1 This tariff contains the regulations, rates and charges applicable to resold and facilities-based local exchange and intrastate interexchange services provided by the Company to business/non-residential customers in the Commonwealth of Massachusetts.
- 2.1.2 The Company installs (or may utilize vendors service to install), operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 2.1.4 The Company's services are available business/non-residential customers.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Limitations

- 2.2.1 Service is offered subject to the provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 The customer shall be responsible for:

2.3.1.1 The payment of all applicable charges pursuant to this tariff.

2.3.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.3.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Obligations of the Customer (Cont'd)**

2.3.1 (Cont'd)

- 2.3.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.3.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.3.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Obligations of the Customer (Cont'd)**

- 2.3.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.3.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - 2.3.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.3.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.3.4 The Company's services may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Obligations of the Customer (Cont'd)**

2.3.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.4 Liability of the Company

2.4.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Airus's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Airus, shall not result in the imposition of any liability upon Airus.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Liability of the Company (Cont'd)**

2.4.1 (Cont'd)

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.

- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Airus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Airus, that furnishes services, facilities, or equipment used in connection with Airus's services or facilities.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of the Company (Cont'd)

2.4.1 (Cont'd.)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, AIRUS MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL BANDWITDH.COM BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.4.2 Limitation of Liability

- 2.4.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4.3 Force Majeure

- 2.4.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Application for Service****2.5.1 Minimum Contract Period**

2.5.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.5.1.2 Except as provided in 2.5.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.5.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.5.2 Cancellation of Service

2.5.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Application for Service (Cont'd)**

- 2.5.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
- 2.5.2.2.A The total costs of installing and removing such facilities; or
- 2.5.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.5.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.
- 2.5.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.
- 2.5.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty. The Company will follow the "Mass Migration Rules" established in MDTE Docket 02-28/87.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.6 Payment for Service**

- 2.6.1 Airus will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. The customer is responsible for payment of all charges for service furnished to the customer pursuant to this tariff. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.6.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge. For business customers, all amounts outstanding twenty-five (25) days or more from the date on which the bill for such amounts is mailed are subject to a late payment charge. The late payment charge will be calculated at an annual rate of interest which is the equivalent of the rate paid on two-year United States Treasury notes for the preceding 12 months ending December 31 of any year, plus 10%. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension until the overdue payment and any additional charges that may be imposed to restore service have been paid.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Payment for Service (Cont'd)

2.6.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.7 Customer Deposits****2.7.1 Business/Non-Residential Customers**

2.7.1.1 Deposit requirements will be set forth in writing and shall contain the amount of the deposit required and the basis for the amount. Security deposits may only be required from new non-residential accounts; or from non-residential accounts for service of a similar character, at any location, under any name, if this service has been properly terminated during the last eighteen (18) months due to non-payment; or if a non-residential account has failed to pay at least two bills, not reasonably in dispute, within forty-five (45) days from the date of receipt of each such bill during the same 18-month period. The Company shall provide Customers with deposit requirements in writing in accordance with 220 CMR 26.05.

The maximum amount of deposit shall not exceed the equivalent of either :

(1) an estimated two months' gross bill or existing two months' bill where applicable or

(2) the usage for any one month, whichever is greater. Such usage shall be calculated on the basis of the immediately preceding 12 months consumption if the same or similar use is being made of the service; or if there is no relevant consumption history to determine the prior usage, then the company and the customer shall utilize their best efforts to determine an average 12 months' consumption upon which to base the maximum security deposit, provided that if the customer and company cannot agree on an amount for the security deposit, then the provisions of 220 CMR 26.06 shall apply.

A security deposit required by the Company pursuant to 220 CMR 26.00 shall be payable in cash, certified check, bond, irrevocable letter of credit, or any other guaranteed means of payment. Where such deposit is paid by means other than cash, such means shall be renewed as necessary in order to maintain the security deposit.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.7 Customer Deposits (Cont'd)****2.7.1 Business/Non-Residential Customers (Cont'd)****2.7.1.2 Interest on Deposits**

Interest, on deposits held more than six months, shall be paid at the rate equivalent of the rate paid on two year, United State Treasury notes for the preceding twelve (12) months ending December 31 of each year in accordance with 220 CMR 26.09. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

2.7.1.3 Return of Deposit

The Company will refund a deposit, plus accrued interest, provided that the Customer has satisfactorily paid all bills during the past twenty-four (24) months and provided that bills have not been past due for more than forth-five (45) days after receipt of a bill. 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.8 Customer Complaints and Billing Disputes**

2.8.1 In the event that Customer disputes any charges, Customer may notify the Company by telephone, in writing or in person. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Airus within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Airus shall investigate and resolve all disputes within fifteen (15) days of receipt of the dispute and Airus's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Airus must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.8.2 Any unresolved dispute may be directed to Department of Telecommunications and Cable, 1000 Washington Street, Suite 820, Boston, Massachusetts 02118-8288. The Division may be reached within Massachusetts at 1-800-392-6066. Customers may also fax their complaint to (617) 988-8288.

Pursuant to its authority under G.L.C. 159, the DTC has discretion whether to adjudicate complaints between non-residential customers and the Company.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Allowance for Interruptions in Service

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.9.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.10 Taxes and Fees**

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Department imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements, and filed for DTC tariff approval.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.13 Disconnection and Termination of Service**

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

2.13.1 Disconnection of Service Without Notice

Airus shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Airus or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Airus will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Airus is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Airus may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.13 Disconnection and Termination of Service (Cont'd)**

2.13.2. Disconnection of Service Requiring Notice

2.13.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than fifteen (15) days in which to remove the cause for disconnection:

2.13.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Department's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Department.

2.13.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Department.

2.13.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.13.2.1.D Failure to meet the Company's deposit and credit requirements.

2.13.2.1.E For non-payment of a bill for service, amounting to \$25 or more, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice at least fifteen (15) days of its intent to deny service if settlement of his account is not made and provided the customer has an additional five (5) day notice prior to discontinuance, in which to make settlement before his service is denied.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Disconnection and Termination of Service (Cont'd)

2.13.2 Disconnection of Service Requiring Notice (Cont'd)

2.13.2.1 (Cont'd)

2.13.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.13.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.14 Unlawful Use of Service

2.14.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.14.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Unlawful Use of Service (Cont'd)

2.14.1 (Cont'd)

2.14.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.14.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.15 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.16 Telephone Solicitation by Use of Recorded Messages

2.16.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.17 Incomplete Calls

2.17.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.18 Overcharge

2.18.1 When a customer has been overcharged by the Company, the amount shall be refunded or credited to the customer, with interest paid, within two years or as specified in the customer service agreement.

2.19 Notices

2.19.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers on record or at such other address or phone numbers as shall be designated from time to time.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.20 Emergency Calling**

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.21 911/Disability Access Program

The Company will assess a monthly surcharge customers, per voice-grade equivalent line in order to fund the Commonwealth's E-911 system and disabilities access programs. The Surcharge will appear as a separate line item on the Customers bill.

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SECTION 3. DESCRIPTION OF SERVICES**3.1 Trial Services**

3.1.1 The Company may offer new services, not otherwise generally tariffed, from time to time on a trial basis subject to Department tariff approval. Such trials are limited to a maximum of one year.

3.2 Promotional Offerings

3.2.1 The Company will provide notification to the Department of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will have a duration and effectiveness of no longer than one (1) year. Promotional service offerings are subject to Department tariff approval.

3.3 Contract Rates/Customer-specific Pricing/Special Pricing Arrangements (CSP/SPA)

3.3.1 CSP/SPAs are made in response to the specific, individual requirements for the customers and/or a competitive bidding process. A CSP/SPA differs from the Company's standard or general tariffed offerings in that it contains a customer service arrangement and/or term and/or volume commitment. Because the CSP/SPA arrangement complies and is consistent with the statutory and regulatory requirements set forth in Massachusetts General Laws, Chapter 159, and docket DPU 90-24.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.4 Local Exchange Service**

- 3.4.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Airus offers Verizon Massachusetts' Local Exchange Services under resale, and hereby adopts the same local calling areas as defined in Verizon Massachusetts Tariff No. 10.
- 3.4.2 Service is classified as business service and business rates apply when any of the following conditions exist:
- When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.
 - Service is provided for social clubs (i.e. Elks, VFW, Eagles, etc.).
 - When the directory listing is a business listing, except when a residence telephone number is listed as an alternate call number in connection with a subscription to business local exchange service.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.5 Long Distance Service**

Airus's long distance services are intraLATA and/or InterLATA interexchange telephone services that allow customers to originate and terminate calls at locations within the Commonwealth of Massachusetts. Airus offers its long distance services only under either a volume commitment and/or a term commitment. In some cases Airus's intrastate long distance services may be available only as add-ons to interstate long distance services provided by Airus as provided in Airus's interstate terms and conditions. Customers who subscribe to local service from Airus, but do not subscribe to interLATA interexchange services from Airus, may subscribe to intraLATA service from Airus, priced in accordance with the rates and procedures used for intraLATA calls. Airus will provide customers with the option to select any intraLATA /interLATA carrier in accordance with Section 5.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.6 Directory Assistance****3.6.1 General**

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's telephone account. Direct-dialed directory assistance calls will not incur a charge when placed from any of the following locations: (1) a residential main telephone exchange line in the name of an elderly person 65 year or older; (2) a single-line business or single-line residence of a handicapped user who is registered for exemption; (3) coin operated telephones and (4) exchange lines of the Commonwealth of Massachusetts and its political subdivisions.

3.6.2 Directory Assistance Call Allowance

Business Customers are allowed ten (10) directly dialed Directory Assistance calls per month at no charge for each residential and business main telephone exchange or PBX trunk line. The call allowance for centrex main station lines is ten calls per equivalent number of PBX trunks. Directory assistance calls for non-listed or non-listed and non-published are not included in the ten call allowance and shall not incur a charge.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.7 Custom Calling Services**

Custom Calling Service is an optional service arrangement of central office services furnished to customers. Custom Calling Features are offered subject to availability and suitably equipped central office facilities.

3.8 Toll Free Long Distance Service

Toll Free Long Distance Service is a voice service offered to residential and business customers. The service permits inbound 800, 888 877, etc. calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.9 Airus DID Plus Service**

Airus DID Plus Service is an Internet Protocol (“IP”) based service offering. The customer can use either dedicated SIP or public internet to connect to the Company. Airus will provide Airus DID Plus Service to terminate communications from third-party end users to Customer’s premises. The service will include, at the Customer’s option, direct inward dialing (“DID”) services plus customer controlled local number portability (“LNP”) processes and Calling Name Delivery (“CNAM”). Charges for Airus DID Plus Service may include non-recurring, monthly recurring, and variable use charges, as listed below in Section 10 of this tariff, based on the customer’s desired service configuration.

3.9.1 Service Descriptions

- 3.9.1.1 DID – This service is a one-way inbound service which allows the Customer to receive calls from the Public Telephone network. The customer may request a block of telephone numbers from Airus or “port-in” an existing block of telephone numbers via Local Number Portability. The customer may be charged for using Standard, SMS-Enabled (Texting capable), or Vanity telephone numbers based on the uniqueness and technical capabilities used in conjunction with each number as listed in the Pricing Section. The customer may order CNAM to be configured on some or all DID numbers as outlined in Additional Terms below.
- 3.9.1.2 CNAM – This is an optional service offering that may be combined with DID service. The terms for this service are listed below.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.9 Airus DID Plus Service (Cont'd)****3.9.1 Service Descriptions (Cont'd)****3.9.1.2 CNAM (Cont'd)**

The following terms apply to customers seeking CNAM.

3.9.1.2.1 Delivery of CNAM information to IP Control customers' DIDs is provided at the trunk group level. Customers that require DIDs both with and without CNAM delivery will require separate trunk groups. Customer is responsible for identifying the appropriate trunk group for TNs provisioned with CNAM delivery and TNs without CNAM delivery, and shall be responsible for paying the charges associated with any misidentified DIDs. If Customer assigns a DID to a trunk group flagged for CNAM Delivery, it will be charged for each call attempt made to that DID, regardless of whether or not it is identified properly.

3.9.1.2.2 The Company shall provide Customer per call query results from the Company's CNAM databases, supplemental databases, and external databases regarding the name associated with the originating ten-digit telephone number terminating a voice call message and/or generally attempting to communicate with a terminating communication device for ultimate provisioning to a CNAM subscriber. The Calling Name Delivery Service includes all required switching and transport of Customer's CNAM Queries between the applicable CNAM database to which the Company has access and the point at which Customer connects to the Company's network. Customer acknowledges and agrees that only Customer is permitted to submit queries to the Company as described herein, and Customer agrees that it shall not route queries originating from any other person or entity to the Company.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.9 Airus DID Plus Service (Cont'd)****3.9.1 Service Descriptions (Cont'd)****3.9.1.2 CNAM (Cont'd)**

3.9.1.2.3 Customer acknowledges and agrees that the CNAM data in the Company's databases (other than CNAM data stored by Customer) and external databases remain the property of the persons or entities that made such CNAM data available in such databases, and that such persons or entities have complete control and authority over such CNAM data, including the power to add, delete, and modify such CNAM data, as well as the right to publish or to withhold the publishing of such CNAM data.

3.9.1.2.4 Customer agrees that Responses to its CNAM queries shall be used by Customer only for the purpose of providing its CNAM subscribers, on a per call basis, with the name of the person or entity (or other subscriber identifying information) associated with a line number in the CNAM database queried. To that end, Customer agrees that no such response shall be assembled, sold, stored, cached, or used for any other purpose by Customer or by any other person or entity, other than Customer's CNAM subscribers gaining access thereto through Customer, without first obtaining the express written consent of the Company and the entity owning the data in such Response. Customer agrees that any data it receives from Responses under this service shall be considered confidential information.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

(N)

3.9 Airus DID Plus Service (Cont'd)

3.9.1 Service Descriptions (Cont'd)

3.9.1.2 CNAM (Cont'd)

3.9.1.2.5 The Company shall require the owners of CNAM data that provide such CNAM Data for storage in a Company database to use commercially reasonable efforts to ensure the accuracy of such CNAM Data. Notwithstanding the foregoing, the Company makes no warranty, either express or implied, as to the completeness or accuracy of CNAM data in any Company database, supplemental database, or external database, and the Company shall have no liability for the accuracy or inaccuracy of any such CNAM data.

3.9.1.2.6 Customer shall have an indemnification obligation for (a) any use by Customer of any database Response received pursuant to this Service if such use is in material breach of this Service; and (b) any and all claims by Customer's CNAM subscribers relating to such improper use of such database responses.

3.9.1.3 Service Requirements

3.9.1.3.1 Orders for Airus DID Plus Service should be submitted via Airus' DID Plus Service web portal. Customer must agree to the Airus DID Plus Service terms (as posted on the website and updated from time to time) in order to submit orders. In the event that Airus DID Plus Service web portal is inaccessible or otherwise not functional for a period greater than two (2) hours and the inaccessibility is unrelated to a scheduled system maintenance window, requests will be accepted via lnp@airustel.com.

(N)

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.9 Airus DID Plus Service (Cont'd)****3.9.1 Service Descriptions (Cont'd)****3.9.1.3 Service Requirements (Cont'd)**

3.9.1.3.2 Direct Inward Dial (DID) orders of 100 numbers or less will be provisioned within 72 hours, unless Company advises Customer that given the volume of the capacity required, such orders can only be provisioned by the end of the fifth business day from the date of the Order. Orders for more than 100 telephone numbers will be treated as a project and the interval will be negotiated. Expedite charges, as communicated and agreed to by Company to Customer in writing, apply for all orders requested for shorter intervals.

3.9.1.3.3 Any orders submitted after 3:00 PM Central Standard Time will be considered received as of the next business day.

3.9.1.3.4 The point(s) of demarcation shall be as mutually agreed to by both parties.

3.9.1.3.5 Subject to number utilization limits and order interval requirements to be separately negotiated between Company and Customer, Company agrees to assign NANP numbers to Customer in NXX blocks of 1 to 1,000 numbers upon Customer's request. All regulatory fees and assessments associated with acquiring and using numbers (including, but not limited to, universal service fees, porting charges, etc.) will be paid by Customer.

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(N)

(N)

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.9 Airus DID Plus Service (Cont'd)

3.9.1 Service Descriptions (Cont'd)

3.9.1.3 Service Requirements (Cont'd)

3.9.1.3.6 Airus agrees to pass through without change all ANI components, CNAM, info-digits and other information containing call detail information. Both Parties agree not to change, manipulate, or in any way intentionally modify traffic line records, including, but not limited to, Calling Party Number ("CPN") and Automatic Number Identification ("ANI").

3.9.2. Obligations of the Parties

3.9.2.1 Parties agree to not knowingly provision DIDs in such a manner that would constitute VNXX traffic. Peerless will pass on to Customer, and Customer shall pay, any charges directly attributed to Customer's VNXX traffic.

(N)

(N)

(N)

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.9 Airus DID Plus Service (Cont'd)

3.9.2 Obligations of the Parties (Cont'd)

3.9.2.2 Customer agrees, in accordance with the terms of this agreement, NOT to send any E911, 911, operator services or any other traffic destined for any emergency 911 Center or any other local, state or federal emergency organization (collectively "Emergency Service Traffic"). Airus will return such Emergency Service Traffic to Customer's originating equipment and will be held harmless from any issues arising from such Emergency Service Traffic being blocked by Airus. In addition, unless specified in this Agreement or mutually agreed to by the Parties, Peerless reserves the right to message back any unique telecommunications services, including, but not limited to, 311, 411, 611, 976, 500, 700 and 900 numbers.

3.9.2.3 Customer is responsible for managing 911 database information associated with assigned numbers.

3.9.2.4 Should the Customer provide proper notice of cancellation of this Service, Customer will use best efforts to migrate the traffic off of the Company's network within thirty (30) days, but in no way should Company take more than sixty (60) days to finalize such migration. Customer is responsible for payment of all traffic until traffic is properly migrated off of the Company's network.

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SECTION 4. RATES AND CHARGES**4.1 Calculation of Rates**

- 4.1.1 The chargeable time for a long distance call as described in Sections 3.5 and 4.3 is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA intrastate toll calls and a twenty-four (24) second minimum on intraLATA regional toll calls.
- 4.1.3 Rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not Including	Days
Day	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Saturday-Sunday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 4. RATES AND CHARGES (Cont'd)**4.2 Local Exchange Service (Cont'd)**

4.2.1 Business Service

	Monthly Rate	Non-Recurring Charge
Service Order Charge First Measured Business Line or Trunk	\$19.99	\$47.00
Central Office Line Connection Line or Trunk	\$19.99	\$59.00
Changes, Service Restoration To change class, type or grade of service(per line or trunk)	\$24.95	
To restore service that has been temporarily disconnected by the Company(per line or trunk, per order)	\$33.95	

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SECTION 4. RATES AND CHARGES (Cont'd)**4.3 Long Distance Service (Cont'd)**

	Day	Evening	Night/Weekend
Per Call	\$0.75	\$0.75	\$0.75

4.4 Directory Assistance Service

Customer Dialed - after call allowance	\$1.50 Per Call
--	-----------------

4.5 Custom Calling Services

	Monthly Recurring Charge Per Line
Call Waiting	\$8.00
Call Forwarding	\$8.00
Three Way Calling	\$7.25
Remote Call Forwarding	\$21.99

4.6 Toll Free Service

Monthly Recurring Charge	\$5.00
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4.7 911/Disability Access Program

Monthly Surcharge:	
Per Line	\$0.85

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SECTION 4. RATES AND CHARGES (Cont'd)

(N)

4.8 Airus DID Plus Service

4.8.1 DID charges

	<u>MRC</u>	<u>NRC</u>
DID – standard, per DID	\$0.05	\$0.00
DID - SMS-Enabled, per DID	\$0.07	\$0.05
DID - Vanity Number, per DID	\$0.20	\$5.00

Vanity Number Surcharges are in addition to the standard or SMS-Enabled DID charge, and include DIDs that consist of (1) any number ending with three or four consecutive numbers (e.g. 646-847-6000 or 646-847-6666); (2) Any number ending in “00” (e.g. 646-847--6600); or (3) any other DID as predetermined by the Company.

(N)

SECTION 4. RATES AND CHARGES (Cont'd)

(N)

4.8 Airus DID Plus Service

4.8.2 Channel Charges

Customer will incur a Channel Charge fee based on a Customer-selected service arrangement. The service arrangement may include a pre-defined number of Channels, Channel quantity determined by a usage to network utilization calculation or by a per minute of use based charge as described below.

	MRC
Option 1: Preselected number of channels. Customer sets a fixed number of channels for which the MRC will be applied on a monthly basis.	\$4.00
Option 2: Per DS0 equivalent based on the following Line Count calculation: (# of MOUs / 7,000,000) x 672 = DS0 Equivalent Channels	\$4.00
Option 3: Inbound usage per MOU	\$0.00078

(N)

SECTION 4. RATES AND CHARGES (Cont'd)

(N)

4.8 Airus DID Plus Service**4.8.3 Local Number Portability**

The following LNP pricing and rate structure applies to port-ins for all current and future Airus markets:

First TN per Order	\$9.00
Each Additional TN per Order	\$2.00
Port-outs per TN	\$2.00
Expedite Charge per Order	\$50.00
Snap-back Port Fee	\$300.00
Cancellation of Port Request	\$25.00

Snap-back” fees are incurred when a TN is ported due to Customer error or Customer requests a TN not be ported after porting has already taken place. Snapback requests must be done within twenty-four (24) hours of the port. However, Airus provides no guarantee that a Snapback request will be successful. Customer is responsible for the Snapback fee regardless of whether the Snapback was successful or not. Customer is not responsible for Snapback fees if the Company was responsible for the port error.

4.8.4 Calling Name and Delivery Service (optional)

<u>Number of Queries (per month)</u>	<u>Rate Per Query</u>
First 50,000 queries	\$0.0022
Next 50,000 queries (up to 100,000)	\$0.0021
Additional 50,000 queries (over 100,000)	\$0.0020

Query (CNAM dip) charges are based on call attempts.

(N)

SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION
5.1 General

IntraLATA/InterLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA and/or InterLATA Toll Provider (“ITP”) to access IntraLATA and/or InterLATA toll calls in Massachusetts without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA/InterLATA toll provider.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION (Cont'd)**5.2 Presubscription Charge Application****5.2.1 Initial Free Presubscription Choice for Customers**

New end user customers (including an existing customer who orders an additional line) who subscribe to local service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon either an IntraLATA and/or an InterLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA and/or an InterLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA and/or InterLATA toll calls. The free selection period available to new end users is the thirty day period following installation of service.

Initial free selections available to end users are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**5.3 End User/Pay Telephone Service Provider Charge Discrepancy (“Anti-Slamming Measure”)****5.3.1 Verification of Orders for Telemarketing**

No ITP change order shall be generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

5.3.1.1 The ITP has obtained the customer’s written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.1.1.A The customer’s billing name and address and each telephone number to be covered by the PIC change order;

5.3.1.1.B The decision to change the PIC to the ITP; and

5.3.1.1.C The customer’s understanding of the PIC change fee; or

5.3.1.2 The ITP has obtained the customer’s electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.1.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer’s oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer’s date of birth or social security number).

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy (“Anti-Slamming Measure”) (Cont'd)

5.3.2 The Company will follow the Federal Communications Commission and the Department’s regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA and/or InterLATA toll provider changes in Massachusetts.

5.3.3 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. The Company will only accept a request to change an ITP from the customer.

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