

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 GENERAL

The Company shall comply with all rules and regulations issued by the Department and deemed applicable to nonincumbent local exchange companies. In addition, the General Regulations set forth below apply to all services offered throughout this Tariff unless otherwise specified in the service specific section of this Tariff.

2.1.1 DEFINITION OF TERMS

Building

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

Central Office (CO)

A local switching unit providing local telephone service to customers within an exchange or wire center serving area. More than one Central Office may be located in the same wire center.

Channel

The individual segment(s) of a circuit

Circuit

Facilities and/or equipment necessary to provide a specific service.

Customer

A person or legal entity who has applied for, been accepted, and is currently receiving service, and who is responsible for payment of services provided under this Tariff.

Customer Provided Equipment (CPE)

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

Department

The Massachusetts Department of Telecommunications and Cable (DTC).

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 GENERAL

2.1.1 DEFINITION OF TERMS (Cont'd)

Digital

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

End User

Any customer that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes.

Exchange

A specified geographic area established for the furnishing of communication service. It may consist of one or more central offices together with the associated plant used in furnishing service within that area.

Exchange Access Line

A path capable of transmitting signals within the range of the service offering, e.g., a Voiceband transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 GENERAL

2.1.1 DEFINITION OF TERMS (Cont'd)

Exchange Service

The provision to the customer of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (Exchange Access Line) between the central office and the customer's premises.

Facilities

Supplemental equipment, apparatus, wiring, cables and other materials and mechanisms necessary to or furnished in connection with communications service.

Final Account

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

Service furnished at a fixed monthly rate.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 GENERAL

2.1.1 DEFINITION OF TERMS (Cont'd)

Individual Case Basis (ICB)

A condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

Interexchange Carrier (IC) or Interexchange Common Carrier

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire, fiber optics or radio between two or more exchanges.

Interface

That point on the premises of the customer at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Local Call

A call made between exchanges or locations for which no toll rate applies.

Local Calling Area

The area consisting of one or more exchanges or locations within which a customer may make calls without a toll charge.

Local Service

Exchange service within a local calling area.

Move

A change in the physical location of either the point of termination at the customer's designated premises or the customer's premises

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 GENERAL

2.1.1 DEFINITION OF TERMS (Cont'd)

Monthly Rate

A recurring charge, for a period of thirty days, made in conjunction with the provisions of a service.

Multiline Hunt

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

Network

The transmission capacity of non-switched, point-to-point cable television systems which are presently comprised largely of metallic wire and fiber optic transmission means.

Nonrecurring Charge

A onetime charge made under certain conditions to recover all or portion of the cost of installing facilities or providing service.

Premises

A building, portion of a building in a multitenant building or buildings on continuous property (except railroad right-of-way, etc.) not separated by a public highway. It may also denote a customer-owned enclosure or utility vault located above ground or underground on private property or on customer acquired right-of-way. This term is not to be limited to one building, but applies as well to a complex, or campus-type configuration of buildings.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 GENERAL

2.1.1 DEFINITION OF TERMS (Cont'd)

Referral Period

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

Signaling

The process of passing information, identifying the called customer or addressee and for supervising and controlling the connection once it has been established.

Station

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Termination of Service

Discontinuance of both incoming and outgoing service.

Toll Call

Any call extending beyond the local calling area of the origination caller which is rated on a toll schedule by a toll provider.

User

A customer or any other person authorized by a customer to use service provided under this Tariff.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE**

- A. These terms and conditions are added to those pertaining to specific service items in other sections. Any change in rates or terms and conditions approved by appropriate governmental authority modifies all service terms and conditions to the extent applicable.

Where Exchange Service is provisioned using facilities of another provider, the service is also subject to the terms and conditions of the other provider.

- B. Service Areas and Availability

Service is offered subject to facility, equipment and/or systems availability within the following NPA-NXX designations:

CITY	NPA	NXX	NPA	NXX
Achusnet	774	202		
Andover	978	409		
Arlington	781	777	617	932
Ashland	508	309		
Avon	508	232		
Attleboro	508	455		
Bellingham	508	657		
Belmont	617	932		
Berkeley	508	386		
Beverly	978	969		
Billerica	978	362		
Blackstone	508	928		
Bolton	978	634		
Boxford	978	561, 769		
Braintree	781	817		
Bridgewater	508	232		
Brockton	508	232	339	469
Burlington	781	365		
Cambridge	617	945, 932	857	991
Canton	781	562		
Chelmsford	978	455		
Chelsea	617	466		
Clinton	978	733		
Cohasset	781	923		
Dartmouth	508	938		
Dedham	781	686	857	224
Dighton	774	877		
Dracut	978	455		

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE****B. Service Areas and Availability (Cont'd)**

CITY	NPA	NXX	NPA	NXX
E. Bridgewater	508	456		
Easton	508	297		
Everett	617	294		
Fairhaven	774	202		
Fall River	508	567		
Foxboro	774	215		
Franklin	408	346		
Freetown	774	849	508	664
Hamilton	978	626		
Hanover	781	924	339	469
Hanson	781	523		
Hingham	781	875	339	469
Holbrook	781	885		
Holliston	774	233		
Hopedale	508	381		
Hopkinton	508	625		
Hull	781	773		
Ipswich	978	356		
Lakeville	774	213		
Lancaster	978	733		
Lawrence	978	258		
Lowell	978	455		
Lynn	781	842		
Malden	781	605		
Mansfield	774	719		
Marblehead	781	990		
Marion	774	553		
Marlborough	508	251		
Mattapoissett	508	758		
Medford	781	874		
Medway	508	321		
Melrose	781	620		
Mendon	508	381		
Methuen	978	258		

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE****B. Service Areas and Availability (Cont'd)**

CITY	NPA	NXX	NPA	NXX
Middleboro	774	213		
Middleton	978	304		
Milford	508	361		
Millis	508	794		
Milton	617	322	857	224
Nahant	781	842		
Natick	508	545		
Needham	781	400		
New Bedford	774	202		
Newbury	978	255, 769		
Newburyport	978	255		
Newton	617	916		
North Andover	978	258		
North Attleboro	508	316		
North Reading	978	207		
Norton	508	622		
Norwell	781	987	339	469
Plainville	508	316		
Quincy	617	481		
Randolph	781	885		
Raynham	508	386		
Reading	781	779		
Rehoboth	774	565	508	379
Revere	781	629		
Rochester	774	849		
Rowley	978	948		

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING SERVICE****B. Service Areas and Availability (Cont'd)**

CITY	NPA	NXX	NPA	NXX
Salem	978	594		
Saugus	781	558		
Scituate	781	378		
Seekonk	508	557		
Sharon	781	806		
Sherborn	508	545		
Somerset	508	567, 379		
Somerville	617	764		
Sterling	978	563		
Stoneham	781	435		
Stoughton	781	436		
Swampscott	781	842		
Swansea	508	567, 379		
Taunton	508	386, 379		
Tewksbury	978	255		
Topsfield	978	561		
Tyngsboro	978	226		
Wakefield	781	587		
Waltham	781	373	617	932
Wareham	508	273, 743	617	932
Watertown	617	744	617	932
Wayland	608	276		
Wellesley	781	772		
Wenham	978	626		
West Bridgewater	508	232		
West Newbury	978	510		
Weston	781	790		
Weymouth	781	812		
Whitman	781	523	339	469
Wilmington	978	447		
Winchester	781	369		
Winthrop	617	207		
Woburn	781	281		
Wrentham	774	847		

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C. Local Calling Areas

The Company will use Bell Atlantic's designated exchange boundaries for the local calling areas for each of the above NXXs. In addition, the Company will adopt the same local calling areas as are set forth in Bell Atlantic's Tariff, MDPU No. 10.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.1 OBLIGATION OF THE COMPANY

A. Terms and Conditions

1. The Company's obligation to furnish facilities and service is dependent upon its ability to:
 - Secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment;
 - 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
 - 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.
2. 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, service, or economic conditions.
3. The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

2.2.2 CLASSIFICATION OF SERVICE

A. Terms and Conditions

Service is classified as residential service when the following conditions exist:

- When the service is furnished at a location used primarily for domestic purposes; a residence typically contains cooking and sleeping facilities.
- Residential service will be allowed for individual rooms at group homes, e.g., fraternities, sororities, patient rooms at retirement homes, boarding houses when service to the rooms is not provided through a reseller of local exchange service, if the listing is in an individual's name.
- Residential service will be allowed in church living quarters and the clergy person's private study if the listing is in an individual's name.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.3 LIMITATIONS OF USE OF SERVICE

A. Terms and Conditions

- The Company reserves the right to limit the use of communication services when emergency conditions cause a shortage of facilities.
- Where a shortage of channels exists at any time either for temporary or protracted periods, the services offered herein will be provided to customers on a first come, first served basis.

2.2.4 OWNERSHIP OF EQUIPMENT

A. Terms and Conditions

1. 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.
2. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the customer's premises to remove this equipment and the customer shall not unreasonably refuse such entry. If the customer refuses to allow removal of this equipment, the customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the customer's telephone bill and the customer agrees to pay these fees. The customer shall assume responsibility for any and all such unrecovered equipment.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.5 INDIVIDUAL CASE BASIS ARRANGEMENTS

A. Terms and Conditions

1. The Company may agree to provide special service Individual Case Basis (ICB) arrangements not specifically covered in this Tariff, or which vary from Tariff arrangements. In such cases, ICB arrangements setting forth charges covering the estimated cost of furnishing such arrangements apply.
2. Rates and charges of ICB arrangements will be developed on a case-by-case basis. ICB rates and charges will be offered to customers in writing and will be made available to similarly situated customers on a nondiscriminatory basis. Any such rates will be specified in Section 5 and filed with the Department for approval.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.1 DEPOSITS

A. Terms and Conditions

1. The Company may require a deposit prior to establishing new service if the customer has an outstanding nondisputed bill for Company-provided Digital Cable or Internet Service. The outstanding bill must be paid or payment arrangements agreed upon prior to installation of the new service. The deposit will not exceed \$50.00.

2. Interest

The Company will pay interest on the deposit at the rate equivalent to the rate on a 2-year U. S. Treasury Note for the calendar year preceding the date of the deposit. Interest will accrue annually to the customer's account or be paid upon return of the deposit, whichever occurs first.

3. Transfer of Service

When a customer transfers service provided by the Company to a new location in the Company's service area, the deposit will be transferable to the new service location.

4. Return of Deposit

- a. When an application is cancelled prior to the establishment of service, the deposit will be returned, less any charges due the Company.
- b. Any deposit, plus accrued interest, shall be refunded to the customer in the form of a check upon completion of twelve months' of satisfactory payment history.
- c. When service is terminated, the deposit and applied interest, will be credited to the final bill and the balance, if any, returned to the customer

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE (Cont'd)

2.3.2 PAYMENT OF BILLS

A. Terms and Conditions

- The customer shall be responsible for placing all orders for service, paying of all charges offered herein and complying with Company regulations.
- Charges for facilities and service are billed a month in advance and are due monthly. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company.
- If the bill due date shown on the customer's bill falls on a holiday or weekend, the due date is extended to the next business day.

2.3.3 ADJUSTMENT OF CHARGES

In the event the customer's service is interrupted other than by the negligence or willful act of the customer and it remains out of service for more than 24 hours, (but not including Saturday and Sunday if part of the first 24 hours) after being reported or found to be out of order, adjustments will be made automatically to the customer's account to reflect the time that service was interrupted.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.3 PAYMENT FOR SERVICE (Cont'd)****2.3.4 LATE PAYMENT CHARGE****A. Terms and Conditions - End User Accounts**

- Customer bills for service are due on the due date specified on the bill. A customer shall be given 30 calendar days from the date of receipt of the bill for payment in full. If payment is not received by the customer's next billing date, a late payment charge will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- A late payment charge does not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to a late payment charge if unpaid and carried forward to the next bill.
- A late payment charge does not apply to final accounts, or where prohibited by law.
- The late payment charge is a percentage of the unpaid balance as specified, preceding.

B. Charge**PERCENTAGE**

- Late Payment Charge,
per billing number 1.5%

2.3.5 RETURNED CHECK CHARGE**A. Terms and conditions**

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge. This charge will be in addition to any charges assessed by any bank.

B. Charge**NONRECURRING
CHARGE**

- Returned Check, each \$18.00

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.4 SERVICE CANCELLATION**

- A. Service may be discontinued or temporarily suspended by the Company, without notice to the customer, and the Company may block traffic to certain cities or NXX exchanges, or may block calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service when there is no longer the risk of unlawful use of the service.
- B. Without incurring liability, and upon 15 days written notice to the customer, followed by a telephone call to the customer 3 days prior to the proposed disconnect date, the Company may discontinue the provision of service to a customer or to a particular customer location, or may withhold the provision of ordered or contracted services:
1. For nonpayment of any sum equal to or greater than \$25.00 due the Company for more than 30 days after issuance of the bill for the amount due if the Company does not have a customer deposit exceeding that amount.
 2. For violation of any of the provisions of this Tariff or any applicable service contract.
 3. For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's services.
 4. By reason of any order or decision of a court, public service Department or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
- C. Written notices to residential customers pursuant to B., preceding, shall include statements informing the customer of:
- Its right to appeal any disputed bill to the Department, and
 - The protections afforded to elderly customers, and customers with serious illness and personal emergencies pursuant to Rule 5.20 and Part 8 of the Residential Rules promulgated in M.D.P.U. Docket 18448.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.4 SERVICE CANCELLATION (Cont'd)****D. Fraud**

The Company shall have the right to refuse or discontinue service without advance notice if the acts of the customer are such as to indicate intention to defraud the Company. This includes fraudulently placing and receiving calls and/or providing false credit information. In an attempt to limit the Company's exposure to risk from fraudulent acts, the Company will undertake the following:

1. The customer's usage patterns will be evaluated on the basis of documented usage from accounts with fraudulent activity. Examples of usage criteria used in the assessment of probable fraudulent activity include:
 - call duration
 - call destination
 - volume (frequency)
 - method used to place or receive calls
2. A letter will be sent to the customer on the date their service is discontinued explaining the reasons for such action and how to contact the Company for additional information.
3. In lieu of disconnection, the Company at its sole discretion may temporarily limit a customer's ability to place toll calls, place calls to directory assistance (including directory assistance call completion), or receive collect calls.

E. Abuse

The Company may, at its discretion, terminate service to any customer who establishes a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.5 LIMITATIONS OF LIABILITY****A. Terms and Conditions**

1. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.3.3. The extension of such allowances for interruption shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
2. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of 2.3.3 the Company's liability, if any, shall be limited as provided herein.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.5 LIMITATIONS OF LIABILITY

A. Terms and Conditions (Cont'd)

3. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, Department, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
4. The Company shall not be liable for:
 - Any act or omission of any entity furnishing the Company or the Company's customers facilities or equipment used for or with the services the Company offers; or
 - For the acts or omissions of other common carriers or warehouse personnel.
5. 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.
6. The customer shall indemnify and hold 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, condition, location or use of any installation provided by the Company. The Company reserves 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.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.5 LIMITATIONS OF LIABILITY

A. Terms and Conditions (Cont'd)

7. The Company shall not be liable for any defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
8. Notwithstanding the customer's obligations as set forth in 2.6.2, the Company shall be indemnified, defended, and held harmless by the customer or by others authorized by it to use the service against any claim, loss or damage arising from customer's use of services furnished under this Tariff, including:
 - Claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and
 - Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the customer or others
 - All other claims arising out of any act or omission of the customer or others, in connection with any service provided by the Company pursuant to this Tariff.
9. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.5 LIMITATIONS OF LIABILITY****A. Terms and Conditions (Cont'd)**

10. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
11. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with Company services.
12. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer shall indemnify and hold 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 the customer or by any other party, for any personal injury to, or death of, any person or persons, or 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, locations or use of service furnished by the Company at such locations.
13. The Company shall not be liable for the customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the Company's network. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth in 2.6.2, following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other customers. If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to their customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service without liability.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.5 LIMITATIONS OF LIABILITY

A. Terms and Conditions (Cont'd)

14. With respect to Emergency 911 Service:

- a. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for any personal injury 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:
 - Mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or
 - Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- b. Neither is the Company 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 Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- c. When a customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 service upon request of such governmental authority. By subscribing to service under this Tariff, customer acknowledges and agrees with the release of information as described above.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.5 LIMITATIONS OF LIABILITY

A. Terms and Conditions (Cont'd)

15. The Company's liability arising from errors or omissions in directory listings, other than charged listings, shall be limited to the amount of actual impairment to the customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged directory listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error omission occurs.
16. In conjunction with a nonpublished telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
17. In conjunction with the Busy Line Verification and Interrupt Service as described in 3.4.4.C., the customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
18. The Company shall not be liable for any act or omission concerning the selection of an interexchange carrier as described in 3.2.7.
19. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.6 RESPONSIBILITIES OF PARTIES

2.6.1 COMPANY RESPONSIBILITY

A. Terms and Conditions

- All ordinary expense of maintenance and repair in connection with service provided by the Company is borne by the Company unless otherwise specified.
- Unless otherwise specified, equipment and or wiring to the Network Interface furnished by the Company on customers' premises shall be and remain the property of and must be installed, relocated, and maintained by the Company.
- Company agents and employees shall have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, or repairing the facilities, or for the purpose of disconnecting service.

2.6.2 CUSTOMER RESPONSIBILITY

A. Terms and Conditions

1. Transmission of Messages

The customer indemnifies and saves the Company harmless against claims for libel, slander, infringement of copyright from the use of material transmitted over its facilities or infringement of patents arising from combining with or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

2. Hazardous/Inaccessible Locations

In areas the Company considers hazardous or inaccessible to its employees, the customer may be required to furnish, install and maintain the facilities and/or equipment. Such installations must meet Company specifications and comply with all applicable local and national codes.

3. Lost and Damaged Equipment

The customer shall be responsible for damages to facilities of the Company caused by the negligence or willful act of the customer.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.6 RESPONSIBILITIES OF PARTIES****2.6.2 CUSTOMER RESPONSIBILITY****A. Terms and Conditions (Cont'd)****4. Substitution, Change or Rearrangement of Equipment or Facilities**

The Company may, where reasonably required in the operation of its business, substitute, change or rearrange any facilities, equipment, or software used in providing service. The customer will be responsible for the modification or alteration of CPE rendered obsolete due to the substitution, change or rearrangement.

5. Building Space and Electric Power Supply

The customer is required to provide adequate building space, commercial power, lighting and atmospheric control for the proper installation, operation and maintenance of the telephone equipment and facilities on the customer's premises.

6. Maintenance and Repair

The customer is responsible for the payment of a maintenance of service charge (premises work charge) for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer equipment or system.

7. Compatibility

The customer is required to ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the customer, and that the signals do not damage Company equipment, injure its personnel or degrade service to other customers.

2.7 SPECIAL TAXES, FEES AND CHARGES

When practicable, any taxes or fees imposed on the Company by any taxing authority may be billed on a pro rata basis to the Company's customers in the area the taxes or fees are imposed.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.8 PROMOTIONAL OFFERINGS**

The Company may, from time to time, engage in special pricing promotional offerings or trial service offerings limited to certain dates, times and/or locations, in order to attract new customers or increase usage by existing customers. In such cases, the rates will not exceed those specified in Section 3. Each individual promotion or trial will be specified in Section 4 and will be filed with the Department for approval.

2.9 MULTIPLE DWELLING UNIT PRICING

Where the owner of an apartment or townhouse complex has entered into an agreement with the Company to provide Basic Exchange Services to the Multiple Dwelling Unit (MDU) tenants, the Company has the option of designating service offerings for specific categories of MDUs. Terms, conditions, rates and charges for such categories may differ from those offered in this Tariff. Such rates will be specified in Section 4 and filed with the Department for approval.

2.10 GOVERNING LAW

This Tariff will be interpreted and governed by the laws of the Commonwealth of Massachusetts without regard for the state's choice of laws provisions.

2.11 911/DISABILITY ACCESS SURCHARGE

The 911/Disability Access Surcharge enables the Company to recover charges and administrative costs it incurs in the provision of E911 Service.

The company uses the monthly 911/Disability Access Surcharge rate set by the
Massachusetts Department of Telecommunications and Cable (DTC). (C)
(C)