

**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USERS**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

**FURNISHED BY  
CREXENDO BUSINESS SOLUTIONS, INC.  
WITHIN THE STATE OF RHODE ISLAND**

Issued: October 14, 2010  
Issued by:

Jeff Korn, Chief Legal Officer  
Crexendo Business Solutions, Inc.  
1615 South 52nd Street  
Tempe, Arizona 85281

Effective: November 13, 2010

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**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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**EXPLANATION OF SYMBOLS**

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate and regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Crexendo Business Solutions, Inc. to customers within the state of Rhode Island.

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**SECTION 1.0 - DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

**Access Line** - An arrangement which connects the Customer's location to a carrier's switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

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

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** - Rhode Island Public Utilities Commission.

**Company or Carrier** - Crexendo Business Solutions, Inc., unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

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

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP")** - The pulse type employed by rotary dial station sets.

**Dual Tone Multi-Frequency (or "DTMF")** - The pulse type employed by tone dial station sets.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

**In-Only** - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

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

**LEC** - Local Exchange Company

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

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

**Multi-Frequency or ("MF")** - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**PBX** - Private Branch Exchange

**Premises** - A building or buildings on contiguous property.

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

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

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

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

**Telecommunications Company or Provider** - Used throughout this tariff to mean Crexendo Business Solutions, Inc. unless clearly indicated otherwise by the text.

**TBD** - To Be Determined.

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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

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

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Rhode Island, and terminating within a local calling area as defined herein.

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

**2.1.2 Shortage of Equipment or Facilities**

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.3 Terms and Conditions**

- (A) Service is provided on a monthly basis, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon proper notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Rhode Island without regard for its choice of laws provision.
- (F) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.4 Limitations on Liability**

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.4 Limitations on Liability (Cont'd.)**

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.4 Limitations on Liability (Cont'd.)**

**(D) (cont'd)**

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.4 Limitations on Liability (Cont'd.)**

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

**2.1.5 Notification of Service-Affecting Activities**

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.



**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.1.8 Special Construction**

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

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

**2.2 Prohibited Uses**

**2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Rhode Island Commission's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgement or liability resulting from such blockage.

**2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer**

**2.3.1 General (cont'd.)**

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer (Cont'd.)**

**2.3.2 Liability of the Customer**

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

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

**2.4.2 Station Equipment**

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd.)**

**2.4.3 Interconnection of Facilities**

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd.)**

**2.4.4 Inspections**

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.



SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

Reserved for future use.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

Reserved for future use.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements**

**2.6.1 Payment for Services**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

**2.6.2 Billing and Collection of Charges**

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

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.2 Billing and Collection of Charges (Cont'd.)**

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination. Late payment charges will only apply to business customers.
- (F) the Customer should notify the Company of any disputed items on an invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure. The address of the Commission is as follows:  
  
Rhode Island Public Utilities Commission  
89 Jefferson Blvd.  
Warwick, RI 02888
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated. Notice will be provided via First Class U.S. Mail.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.6 Payment Arrangements, (Continued)**

**2.6.3 Discontinuance of Service for Cause (Cont'd)**

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.6 Payment Arrangements, (Continued)**

**2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company notice of desire to terminate service. If special construction is involved, the required notice shall be written.

**2.6.5 Cancellation of Application for Service**

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.6 Payment Arrangements, (Continued)**

**2.6.6 Changes in Services Requested**

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

**2.6.7 Bad Check Charge**

A service charge of \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.7 Allowances for Interruptions in Service**

**2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.



**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruptions in Service, (Continued)**

**2.7.1 General (Continued)**

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

**2.7.2 Limitations of Allowances**

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

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruptions in Service, (Continued)**

**2.7.2 Limitations of Allowances (Cont'd)**

- (E) A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider:
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.7.3 Use of Another Means of Communications**

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

**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruption in Service, (Continued)**

**2.7.4 Application of Credits for Interruptions in Service**

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

**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruption in Service, (Continued)**

**2.7.4 Application of Credits for Interruptions in Service, (Continued)**

**(D) Interruptions of 24 Hours or Less**

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

**(E) Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**(F) Interruptions Over 72 Hours**

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

**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruption in Service, (Continued)**

**2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

**2.7.6 Cancellation For Service Interruption**

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

**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

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

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

**2.9 Reserved for Future Use**

**2.10 Reserved for Future Use**

**2.11 Reserved for Future Use**

**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.12 Notices and Communications**

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

**SECTION 3.0 - SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Verizon New England.

**3.2 Rate Classes**

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Rhode Island Commission reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and classes specified in Verizon New England Rhode Island General Subscriber Service Tariff (GSST).

<b>Rate Classes</b>	<b>Total Main Exchange Lines in Local Service Area</b>
A	75,000
B	75,001 - 125,000
C	125,001 - 175,000
D	175,001 - 300,000
E	300,001 - 340,000
F	340,001 - 450,000

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES**

**4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for moves, adds and changes in service.

	<u>Business</u>
Line Connection Charge	
First Line	\$44.61
Each Additional Line	\$44.61

**4.2 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<u>Duration of time, per technician</u>	<u>Business</u>
Initial 15 minute increment	\$22.81
Each Additional 15 minute increment	\$7.20

**4.3 Restoration of Service**

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

	<u>Business</u>
Per occasion	\$30.00

**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS**

**5.1 General**

**5.1.1 Services Offered**

The following Network Services are available to business Customers and for resale by other carriers certificated by the Rhode Island Commission:

Standard Business Line Service  
PBX Trunk Service  
Direct Inward Dial (DID) Service  
Optional Calling Features

The following services are available to business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)  
Directory Assistance  
Miscellaneous Services

**5.1.2 Application of Rates and Charges**

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks and Digital/DS1 service.

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)**

**5.1 General (Continued)**

**5.1.3 Emergency Services Calling Plan**

Access (at no additional charge) to the emergency services bureau by dialing 9-1-1 is offered to each Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, Rhode Island State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.2 Call Timing for Usage Sensitive Services**

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

- 5.2.1** Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- 5.2.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5** All times refer to local time.

**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.3 Distance Calculations**

Where charges for a service are specified based upon distance, the following rules apply:

**5.3.1** Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

**5.3.2** The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Computer the difference between he "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**5.3.3** The formula for distance calculations is the square root of:

$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.4 Rate Periods for Time of Day Sensitive Services**

**5.4.1** For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\*Up to but not including.

**5.4.2** Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

**5.4.3** For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Labor Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.5 Standard Residence Line**

Reserved for future use.

**5.6 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.7 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

**5.8 Reserved for Future Use**

**5.9 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (“DID”) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer’s location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.10 Reserved for Future Use

5.11 Optional Calling Features

The features listed in Section 5.11.1 are offered by the Company to Business Customers. Refer to Price Lists in Section 7 of this tariff for specific features offered with each type of local exchange service.

5.11.1 Features Descriptions

- (A) **Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (B) **Call Forwarding Don't Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (C) **Call Forwarding Busy Line / Don't Answer:** Permits the forwarding of incoming calls when the end-user's line is busy or remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number is fixed by the end-user service order.
- (D) **Call Forwarding Busy Line:** Permits the forwarding of incoming calls when the end-user's line is busy. The forward-to number is fixed by service order.
- (E) **Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.



SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (F) **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- (G) **Caller ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- (H) **Caller ID - with Name:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (I) **Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- (J) **Call Waiting ID - with Name:** Permits the end-user to view a Directory Name and Directory Number of the calling party on a new incoming telephone call when a telephone call is already in progress. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

**(K) Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

**(L) Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must contact the Telephone Company to initiate per line blocking and dial an activation code prior to utilization. There is no charge for this service.

**(M) Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

**(N) Multiple Directory Number Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

**(O) Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

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

**(P) Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.12 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

**5.12.1 Non-Published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

**5.12.2 Non-Listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**5.13 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

**5.14 Miscellaneous Services**

**5.14.1 Call Unblocking**

All access lines are provisioned to block all 900 and 976 calls. This service provides for the option of unblocking all 900 and 976 calls on a per line basis. The Company will provide for unblocking of access lines per customer request.

**5.14.2 Toll Restriction Service**

This service prevents the placement of originating direct dialed and operator assisted toll calls.

**5.14.3 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.14 Miscellaneous Services (Continued)**

**5.14.4 Originating Number Screening**

Operator Screening notifies the operator that operator assisted directory assistance calls cannot be billed to the originating number. Calls may be completed using a calling card or third party billing. Direct Dialed Screening blocks all direct dialed 1+ calling, except for calls to 800 service numbers, and all direct dialed directory assistance calling from the specified line. These calls may be completed using operator assistance.

**5.14.5 Terminating Number Screening**

Terminating Number Screening is available in one of three options.

Option A - Notifies operators throughout the country that collect or third party number calls cannot be billed to a specified directory number.

Option B - Notifies operators throughout the country that third party number calls cannot be billed to a specified directory number.

Option C - Notifies operators throughout the country that collect calls cannot be billed to a specified directory number.

**5.14.6 Change Grade or Class of Service**

Allows the customer to change grade of service from Residential to Business or visa versa. A customer can also change class of service from measured to unlimited, two-party to single party, etc.

**5.14.7 Rearrange Combined Billing**

Allows a customer to rearrange combined billing by adding or deleting lines or other services and features from a combined bill.

**5.14.8 Reference of Calls**

Allows a customer to have calls to a particular directory number intercepted and delivered to an alternate directory number.

**5.14.9 Temporary Suspension of Service**

Allows a customer to have his or her telephone line temporarily made inoperative while keeping all equipment and facilities in place. The customer pays 50% of the recurring monthly charge for service during the suspension period and a non-recurring charge for restoration of service.

**5.14.10 Transfer Service**

Allows a customer to transfer responsibility for existing telephone service to another customer.

SECTION 6.0 - RESERVED FOR FUTURE USE

6.1 Reserved for future use

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST**

**7.1 General**

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Rhode Island Commission.

**7.2 Standard Residence Local Exchange Service**

**Reserved for future use**

**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

RATE CLASS	SERVICE TYPE	
	Flat Rate	Measured Rate
A	\$36.49	\$17.91
B	\$41.30	\$17.91
C	\$43.81	\$17.91
D	N/A	\$17.91
E	N/A	\$17.91
F	N/A	\$17.91

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.3 Usage Sensitive Charges and Allowances**

**(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area. Flat rate service for business customers is only available to current grand fathered customers of flat rate service with the local incumbent exchange carrier.

**(B) Measured Service**

Customers subscribing to Measured Service will be charged a monthly recurring charge and applicable per message or per minute charge for all outgoing local calls. The per message or per minute charges are applied to local calls placed from the Customer's line.

Per Message	\$0.035
Per Minute	\$0.035

**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.4 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Business lines are:

First Line	\$44.61
Each Additional Line	\$44.61

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**SECTION 7.0 – LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.5 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Section 7.3). PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

**7.5.1 Flat Rate and Message Service**

RATE CLASS	SERVICE TYPE	
	Flat Rate Service	Measured Service
A	\$54.74	\$17.91
B	\$61.95	\$17.91
C	\$65.72	\$17.91
D	N/A	\$17.91
E	N/A	\$17.91
F	N/A	\$17.91

**7.5.2 Automatic Identification of Outward Dialing (AIOD)**

The rates and charges for AIOD service are in addition to the charges for PBX Trunks.

One-time Charge - Per PBX Trunk Group Equipped with AIOD	\$233.20
Non-Recurring Charge - Per PBX Trunk Group Equipped	\$26.80
Monthly Charge - Per PBX Trunk Group Equipped	\$35.00

**7.5.3 Toll Access Trunk Lines for PBX Systems**

Non-Recurring Charge - Per Toll Access Trunk Line Equipped	\$33.80
Monthly Charge - Per Toll Access Trunk Line Equipped	\$21.20
Non-Recurring Charge - Per Excess Toll Access Trunk Line Equipped	\$33.80
Monthly Charge - Per Excess Toll Access Trunk Line Equipped	\$79.07

**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.6 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 100 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Number Group Of 100 DID Numbers or Fraction Thereof.	\$6.10	\$36.75
Each Additional Block of 100 DID Numbers or Fraction Thereof.	\$6.10	\$36.75
DID Trunk Termination:		
Per Trunk (first 10 trunks)	\$46.65	\$89.80
Per Additional Trunks	\$46.65	\$44.90

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.7 Reserved For Future Use**

**7.8 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**7.8.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Business	
	Per Use	Maximum
Three-Way Calling	\$0.75	\$7.50
*69	\$0.75	\$6.00
Repeat Dialing	\$0.50	\$4.50
Calling Trace, Per Call	\$3.25	\$13.00
Busy Line Verification	\$2.10	N/A
Busy Line Interrupt	\$3.13	N/A

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.8 Optional Calling Features, (Continued)**

**7.8.2 Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

<b>Optional Calling Features</b>	<b>Business</b>	
	<b>Non-Recurring</b>	<b>Recurring</b>
Call Forwarding Variable	\$3.20	\$7.60
Call Forwarding Busy Line	\$3.20	\$2.75
Call Forwarding Don't Answer	\$3.20	\$2.75
Call Forwarding Busy Line /Don't Answer	\$3.20	\$4.00
Call Forwarding - Remote	\$5.55	\$23.60
Call Waiting / Cancel Call Waiting	\$3.20	\$7.60
Call Return (*69)	\$3.20	\$3.00
Three Way Calling	\$3.20	\$7.40
Repeat Dialing	\$3.20	\$2.25
Repeat Dialing and Call Return	\$3.20	\$4.75
Speed Dialing (30 codes)	\$3.20	\$9.35
Speed Dialing (8 codes)	\$3.20	\$6.10
Caller ID	\$3.20	\$4.95
Caller ID with Name	\$3.20	\$7.50
Call ID Waiting with Name	\$3.20	\$7.50
Distinctive Ring - One Additional Patterns	\$3.20	\$6.00
Distinctive Ring - Two Additional Patterns	\$3.20	\$10.00
*69	\$3.20	\$3.00
*69 and Repeat Dialing	\$3.20	\$4.75

<b>Business Line Feature Packages</b>	<b>Non-Recurring</b>	<b>Recurring</b>
Feature Package A: Call Waiting & Speed Calling 8	\$3.20	\$12.28
Feature Package B: Call Waiting & Three Way Calling	\$3.20	\$13.78
Feature Package C: Call Waiting & Call Forwarding	\$3.20	\$13.78
Feature Package D: Call Hold, Intercom Calling, Three Way Calling and Touch Tone Calling	\$3.20	\$9.00

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.1 Directory Listings**

**8.1.1 General**

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

Only information necessary to identify the Customer is included in these listings. The Company uses abbreviations in listings. The Company may reject a residence listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

**8.1.2 Free Listings**

The following listings are provided at no additional charge to the Customer: one listing for each individual line service, auxiliary line or PBX system.

**8.1.3 Rates for Additional Listings**

The following rates and charges apply to additional listings requested by the Customer.

Type of Listing	Business	
	Non-Recurring	Recurring
White Pages Directory - Additional Listing	\$12.32	\$2.91
Directory Listing - Non-Directory Listed	\$12.32	\$1.84
Directory Listing - Non-Published Service	\$12.32	\$2.91
Change Directory Listing	\$12.32	\$0.00



**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.2 Non-Published Service**

**8.2.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, not does it appear in the Company's Directory Assistance Records.

**8.2.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**8.2.3 Rates and Charges**

There is a monthly charge for each non-published service. This charge does not apply is the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month	
Business	\$2.91

**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.3 Directory Assistance Services**

**8.3.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Each Local Directory Assistance Call	\$0.50
Each Directory Assistance Call Completion	\$0.35

**8.3.2 National Directory Service (411)**

A Directory Assistance charge applies per national directory assistance call. The Customer may make two (2) requests for a telephone number per 411 call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Each National Directory Assistance Call	\$0.95
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SECTION 9.0 - RESERVED FOR FUTURE USE

9.1 Reserved for future use

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SECTION 10.0 - ADVANCED SERVICES

10.1 ISDN Service

	<u>Non-Recurring</u>	<u>Recurring</u>
Flat Rate ISDN BRI	\$44.61	\$36.49
Measured Rate ISDN BRI	\$44.61	\$17.91

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**SECTION 11.0 - MISCELLANEOUS SERVICES**

**11.1 Carrier Presubscription**

**11.1.1 General**

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

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

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

**SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)**

**11.1 Carrier Presubscription, (Continued)**

**11.1.3 Presubscription Procedures**

Customers of record may initiate an intraLATA presubscription change at any time, subject to the charges specified in 11.1.4 below. Company will comply with all Federal and State regulations pertaining to presubscription procedures.

**11.1.4 Presubscription Charges**

**(A) Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.2 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply.

**(B) Nonrecurring Charges**

Per business line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

SECTION 12.0 - EXCHANGE AREAS

12.1 Exchange Areas

EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
Block Island	A	Bristol	D	Carolina	A
Centredale	F	Coventry	E	Cumberland Hill	F
Greenwich	E	Hope Valley	B	Jamestown	B
Little Compton	B	Narragansett	A	Newport	A
N. Kingstown	B	Pascoag	A	Pawtucket	F
Portsmouth	A	Providence	F	Scituate	D
Tiverton	C	Warren	D	Warwick	E
Westerly	A	West Warwick	E	Woonsocket	C
West Gloucester	A				

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SECTION 13.0 - INTRASTATE / INTRALATA TOLL SERVICE

**13.1 Business Service**

The application of the tapered schedule for business service lines billed to the same account is based on the total amount of minutes of use per customer premises. The tapered schedule applies only to customer dialed station-to-station sent-paid calls, operator completed station-to-station sent-paid calls when facilities are not available for customer dial completion, and operator completed station-to-station sent-paid calls for handicapped persons unable to dial calls because of their handicap. All other calls will be billed at the rates applicable to the first taper of the schedule.

Per Call	\$0.01
Per Minute - First Taper (0-600 minutes per month)	\$0.10
Per Minute - Second Taper (Over 600 minutes per month)	\$0.033

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SECTION 14.0 - CENTREX SERVICES

14.1 **Centrex Plus**

Centrex uses the common switching equipment in the telephone company central office to create a private business telephone system that can service one or more locations for a single business customer.

Centrex Plus consists of a group of 4 to 99 central office loop start lines (exchange access lines) providing dial tone for a fixed monthly service charge. Additional lines may be furnished to expand the system to a total of 199 lines.

Centrex Plus is a measured service and the customer is charged for all local calling usage. The system consists of basic, standard, and optional features and services.

Centrex Plus is offered under a one, three, five, seven or ten year service contract during which the line charges are not subject to the Company initiated change. However, such charges are under the jurisdiction of the Commission and are subject to change upon Commission order.

Each Centrex Plus system contract includes the following Basic Features.

- **Direct Inward Dialing** allows local and toll incoming calls from the Public Switched Telephone Network (PSTN) to reach an individual station or group of stations in the system without the assistance of an attendant.
- **Direct Outward Dialing** permits stations of the system to gain access to the PSTN without the assistance of an attendant by dialing an access code.
  - In some systems, the number 9 is dialed for local calls and the number 6 or 8 for toll calls.
  - In some systems, the number 9 is dialed for all outside access.
- **Station-to-Station Dialing** (Dial Intercommunication) enables individual station users in the system to directly dial other stations in the same system without the assistance of an attendant.
- **Automatic Identification of Outward Dialing** provides for recording and identifying by station line of Telephone Company billed outward direct dialed and operator handled long distance calls.

**SECTION 14.0 - CENTREX SERVICES (CONTINUED)**

**14.2 Centrex Plus - Service Charges**

SERVICES	RATES
Line Charges	
NRC - Selected Customer Control of Facilities, Per System	\$670.50
System Initial Installation Charge, Per Line	\$50.00
Subsequent Addition of Lines, Per Line	\$75.00
Change Class of Service on Line, Per Line	\$75.00
Monthly Line Charge - 12 Month Contract, Per line	\$22.00
Monthly Line Charge - 36 Month Contract, Per line	\$18.00
Monthly Line Charge - 60 Month Contract, Per line	\$14.00
Monthly Line Charge - 84 Month Contract, Per line	\$12.50
Monthly Line Charge - 120 Month Contract, Per line	\$12.25
Monthly Exchange Access Charge - 12 Month Contract, Per line	\$8.80
Monthly Exchange Access Charge - 36 Month Contract, Per line	\$7.20
Monthly Exchange Access Charge - 60 Month Contract, Per line	\$5.60
Monthly Exchange Access Charge - 84 Month Contract, Per line	\$5.00
Monthly Exchange Access Charge - 120 Month Contract, Per line	\$4.00
Extension of Main Line Charges	
NRC - Intraexchange/Interoffice Channel, Per line	\$250.00
Intraexchange/Interoffice Channel, Per line, Recurring	\$25.00
NRC - Extensions located at different premise, Per Line	\$50.00
Extensions located at different premise, Per Line, Recurring	\$2.25
NRC - Channel Terminals - Per Exchange, Per Channel	\$125.00
Channel Terminals - Per Exchange, Per Channel, Recurring	\$10.00
Transfer of Service and Changes	
Assignment of Contractual Charges to Another Customer	\$100.00
NRC - Subsequent Additional Lines - Per Line	\$15.00
Changes Per Line, Non-Recurring	\$15.00
Optional Features	
NRC - Attendant Call Through Test - Tie Trunks	\$128.25
Monthly Charge - Attendant Call Through Test - Tie Trunks	\$11.65
NRC - Attendant Camp-On - Per Console	\$128.25
Monthly Charge - Attendant Camp-On - Per Console	\$17.80
NRC - Automatic Callback - Per Line	\$15.00
NRC - ARS Common Equipment - Per Customer Group (Access Code)	\$950.00
Monthly Charge - ARS Common Equipment - Per Customer Group (Access Code)	\$5.25
NRC - ARS Route Selection Patterns by NPA with Final Route to DDD Network - Per Pattern	\$250.00
Monthly Charge - ARS Route Selection Patterns by NPA with Finale Route To DDD Network - Per Pattern	\$60.00
NRC - ARS Route Selection Patterns by NPA with Finale Route to Overflow Tone - Per Pattern	\$250.00

NRC=Non-Recurring Charge

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**SECTION 14.0 - CENTREX SERVICES (CONTINUED)**

**14.2 Centrex Plus - Service Charges (Continued)**

SERVICES	RATE
Monthly Charge - ARS Route Selection Patterns by NPA with Finale Route To Overflow Tone - Per Pattern	\$60.00
NRC - ARS Route Selection Patterns by NPA and NXX with Finale Route to DDD Network - Per Pattern	\$450.00
Monthly Charge - ARS Route Selection Patterns by NPA and NXX with Finale Route to DDD Network - Per Pattern	\$95.00
NRC - ARS Route Selection Patterns by NPA and NXX with Finale Route To Overflow Tone - Per Pattern	\$450.00
Monthly Charge - ARS Route Selection Patterns by NPA and NXX with Finale Route To Overflow Tone - Per Pattern	\$95.00
ARS - Additions, Deletions, or Changes of Routes in Existing Patterns Including Additions or Changes in NPA or NXX Codes - Per Pattern	\$175.00
NRC - ARS Route Selection Patterns by NPA with Finale Route to DDD Network - Addition of Patterns - Per Pattern	\$250.00
Monthly Charge - ARS Route Selection Patterns by NPA with Finale Route To DDD Network - Addition of Patterns - Per Pattern	\$60.00
NRC - ARS Route Selection Patterns by NPA and NXX with Finale Route To DDD Network Addition of Patterns - Per Pattern	\$450.00
Monthly Charge - ARS Route Selection Patterns by NPA and NXX with Finale Route to DDD Network Addition of Patterns - Per Pattern	\$95.00
NRC - ARS Route Selection Patterns by NPA and NXX with Finale Route To Overflow Tone Addition of Patterns - Per Pattern	\$450.00
Monthly Charge - ARS Route Selection Patterns by NPA and NXX with Finale Route to Overflow Tone Addition of Patterns - Per Pattern	\$95.00
NRC - ARS Additions or Changes in NPA or NXX Codes Only - Per Pattern	\$50.00
NRC - Busy Verification by Attendant of Trunks - Per System	\$128.25
Monthly Charge - Busy Verification by Attendant of Trunks - Per System	\$8.15
NRC - Busy Verification by Attendant of Lines - Per System	\$128.25
Monthly Charge - Busy Verification by Attendant of Lines - Per System	\$8.15
NRC - Call Waiting Terminating - Per Line	\$15.00
NRC - Call Waiting Originating - Per System	\$50.00
NRC - Call Waiting Originating - Per Line	\$2.55
Monthly Charge - Call Waiting Originating - Per Line	\$0.10
NRC - Dial Through Attendant - Per System	\$69.95
Monthly Charge - Dial Through Attendant - Per System	\$2.90
NRC - Directed Call Pick-Up With Barge-In	\$15.00
NRC - Directed Call Pick-Up Without Barge-In	\$15.00
NRC - Inside/Outside Ringing - Per Line	\$20.00
NRC - Loudspeaker Paging - Per System	\$70.00
Monthly Charge - Loudspeaker Paging - Per System	\$30.00
NRC - Night Service - Per System	\$60.00

NRC=Non-Recurring Charge

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**SECTION 14.0 - CENTREX SERVICES (CONTINUED)**

**14.2 Centrex Plus - Service Charges (Continued)**

SERVICES	RATE
Monthly Charge - Night Service - Per System	\$10.00
NRC - Selected Customer Control of Facilities - Common Equipment - Per System	\$75.80
Monthly Charge - Selected Customer Control of Facilities - Common Equipment - Per System	\$54.20
NRC - Selected Customer Control of Facilities - Per Facilities Group To Which Access is Denied	\$30.30
Monthly Charge - Selected Customer Control of Facilities - Per Facilities Group To Which Access is Denied	\$13.10
NRC - Speed Dialing - Single Digit - Per Line	\$15.00
NRC - Speed Dialing - Two-Digit - Per Line	\$15.00
NRC - Split Service Offering - Per Common Block	\$903.75
Monthly Charge - Split Service Offering - Per Common Block	\$22.45
NRC - Station Dial Code Screening - Per Line	\$0.12
Monthly Charge - Station Dial Code Screening - Per Line	\$0.82
NRC - Station Dial Code Screening - Arrangement 1 - Per Group of Lines With Same Screening Arrangement	\$1166.10
Monthly Charge - Station Dial Code Screening - Arrangement 1 - Per Group of Lines With Same Screening Arrangement	\$413.95
NRC - Station Dial Code Screening - Arrangement 1 - Per NPA (Except Home NPA) with Central Office Code Screening	\$1049.50
Monthly Charge - Station Dial Code Screening - Arrangement 1 - Per NPA (Except Home NPA) with Central Office Code Screening	\$29.75
NRC - Station Dial Code Screening - Arrangement 1 - Per NPA (Except Home NPA) with Central Office Code Screening - Additions or Deletions To NPA Central Office Code Group	\$612.20
NRC - Station Dial Code Screening - Arrangement 2 - Per Group of Lines With Same Screening Arrangement	\$1049.50
Monthly Charge - Station Dial Code Screening - Arrangement 1 - Per Group of Lines With the Same Screening Arrangement	\$29.75
NRC - Station Dial Code Screening - Arrangement 2 - Per NPA (Except Home NPA) with Central Office Code Screening	\$1049.50
Monthly Charge - Station Dial Code Screening - Arrangement 2 - Per NPA (Except Home NPA) with Central Office Code Screening	\$29.75
NRC - Station Dial Code Screening - Arrangement 2 - Per NPA (Except Home NPA) with Central Office Code Screening - Additions or Deletions To NPA Central Office Code Group	\$612.20
NRC - SMDR Common Equipment - Per Location	\$1749.15
Monthly Charge - Station Message Detail Recording (SMDR) Common Equipment - Per Location	\$9.05
Monthly Charge - SMDR Common Equipment - Per Facility Group	\$54.80
Monthly Charge - Per SMDR Message	\$0.001
Installation Charge - SMDR Tie Line - Per Line	\$1749.15

NRC=Non-Recurring Charge

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**SECTION 14.0 - CENTREX SERVICES (CONTINUED)**

**14.2 Centrex Plus - Service Charges (Continued)**

SERVICES	RATES
NRC - SMDR Line Equipment - Per Tie Line	\$4.10
Monthly Charge - SMDR Line Equipment - Per Tie Line	\$36.75
Installation Charge -SMDR Other Common Carrier Access Line - Per Line	\$1749.15
NRC - SMDR Line Equipment - Per Other Common Carrier Access Line	\$4.10
Monthly Charge - SMDR Line Equipment - Per Other Common Carrier Access Line	\$36.75
Installation Charge - SMDR Foreign Exchange Line - Per Line	\$1749.15
NRC - SMDR Line Equipment - Per Foreign Exchange Line	\$4.10
Monthly Charge - SMDR Line Equipment - Per Foreign Exchange Line	\$44.90
NRC - Trunk Answer Any Line - Per Line	\$15.00
NRC - Uniform Call Distribution (UCD) Per Group	\$40.00
Monthly Charge - Uniform Call Distribution (UCD) - Per Group	\$3.75
NRC - Uniform Call Distribution (UCD) - Per Line	\$2.55
Monthly Charge - Uniform Call Distribution (UCD) - Per Line	\$2.50
NRC - Uniform Call Distribution (UCD) - Delay Announcement	\$50.00
Monthly Charge - Uniform Call Distribution (UCD) - Delay Announcement	\$12.50
Centrex Line Administration	
One Time Charge - Per System	\$100.00
One Time Charge - Per Line - All Lines	\$5.00
Centrex Diversion Arrangements	
NRC - Initial Installation - Per Diversion Arrangement - Per Centrex System Arranged	\$186.60
Monthly Charge - Initial Installation - Per Diversion Arrangement - Per Centrex System Arranged	\$134.10
NRC - Initial Installation - Per Diversion Arrangement- Per Centrex Line Arranged	\$0.12
Monthly Charge - Initial Installation - Per Diversion Arrangement - Per Centrex Line Arranged	\$0.82
NRC - Subsequent Installations - Per Diversion Arrangement - Per Centrex Line Arranged	\$5.70
Monthly Charge - Subsequent Installations - Per Diversion Arrangement - Per Centrex Line Arranged	\$0.82
Minimum NCR - Subsequent Installations - Per Subsequent Installation	\$31.50
Maximum NCR - Subsequent Installations - Per Subsequent Installation	\$186.60
Centrex Call Management Features	
NRC After System Installation - Caller ID - Per System	\$50.00
NRC At or After System Installation - Caller ID - Per Line	\$3.20
Monthly Charge At or After System Installation - Caller ID - Per Line	\$3.50
NRC - Caller ID Waiting with Name - Per Line	\$15.00
Monthly Charge - Caller ID Waiting with Name - Per Line	\$6.50
Per Use Charge - Business	\$5.00
Monthly Capped Per-Use Charge - Business	\$15.00
NRC After System Installation - Repeat Dialing - Per System	\$50.00
NRC At or After System Installation - Repeat Dialing - Per Line	\$3.20

NRC=Non-Recurring Charge

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**SECTION 14.0 - CENTREX SERVICES (CONTINUED)**

**14.2 Centrex Plus - Service Charges (Continued)**

SERVICES	RATE
Centrex Call Management Features	
Monthly Charge At or After System Installation - Repeat Dialing - Per Line	\$3.50
Centrex Call Management	
NRC - CCM Service Establishment - Up To 200 Lines Per System	\$300.00
NRC - CCM Service Establishment - Over 200 Lines Per System	\$500.00
Monthly Charge - CCM Magnetic Tape - Per System	\$52.00
Monthly Charge - CCM CD-ROM - Per System	\$52.00
Monthly Charge - CCM Call Detail - First 100,000 Messages - Per Message	\$0.01
Monthly Charge - CCM Call Detail - Over 100,000 Messages - Per Message	\$0.005
NRC - CCM Additions or Changes - Up to 200 Lines Per System	\$75.00
NRC - CCM Additions or Changes - Over 200 Lines Per system	\$125.00
NRC - Local Usage Detail (LUD) Initial Service Establishment - Per Line	\$100.00
NRC - LUD Additions or Changes - Additional Lines - Per Line	\$7.00
Monthly Charge - LUD Magnetic Tape - Per System	\$52.00
Monthly System - LUD CD-ROM - Per System	\$52.00
Monthly Charge - LUD Call Detail - First 100,000 Messages - Per Message	\$0.01
Monthly Charge - LUD Call Detail - Over 100,000 Messages - Per Message	\$0.005
Terminating Number Screening	
NRC - Option A - Per System - Per Request - Per 100 Numbers or Less	\$50.00
NRC - Option B - Per System - Per Request - Per 100 Numbers or Less	\$50.00
NRC - Option C - Per System - Per Request - Per 100 Numbers or Less	\$50.00
Trunk and Tie Line Terminations	
NRC - Dial Trunk Line - Per Trunk	\$4.10
Monthly Charge - Dial Trunk Line - Per Trunk	\$5.00
NRC - Manual Trunk Line - Per Trunk	\$4.10
Monthly Charge - Manual Trunk Line - Per Trunk	\$21.00
NRC - Dial Type Tie Line - Per Tie Line	\$4.10
Monthly Charge - Dial Type Tie Line - Per Tie Line	\$53.65
NRC - Manual Type Tie Line - Per Tie Line	\$4.10
Monthly Charge - Manual Type Tie Line - Per Tie Line	\$21.85
NRC - When connecting a PBX and a Centrex System so that access to or from the Exchange and Toll Network is available at the Centrex termination - Measured Service - Per Tie Line Arranged	\$4.10
Monthly Charge - When connecting a PBX and Centrex System so that access to or from the Exchange and Toll Network is available at the Centrex termination - Measured Service - Per Tie Line Arranged	\$37.90
NRC - When connecting a PBX and Centrex System so that access to or from the Exchange and Toll Network is available at the Centrex termination - Unlimited Service - Per Tie Line Arranged	\$4.10
Monthly Charge - When connecting a PBX and Centrex System so that access to or from the Exchange and Toll Network is available at the Centrex termination - Unlimited Service - Per Tie Line Arranged	\$43.75

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**SECTION 15.0 - PROMOTIONAL OFFERINGS / CONTRACTS & ICB**

**15.1 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for a 10 day review in accordance with rules and regulations established by the Commission.

**15.2 Contract Rates / Individual Case Basis (ICB) Arrangements**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.