

**TIME WARNER CABLE INFORMATION SERVICES (MASSACHUSETTS), LLC
D/B/A TIME WARNER CABLE**

**APPLICABLE TO
LOCAL AND INTEREXCHANGE SERVICES**

Tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for Local and Interexchange Service provided by Time Warner Cable Information Services (Massachusetts), LLC, d/b/a Time Warner Cable, with principal offices at 290 Harbor Drive, Stamford, CT 06902. This Tariff applies to services furnished within the Commonwealth of Massachusetts. This Tariff is on file with the Massachusetts Department of Telecommunications and Energy and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: April 4, 2005

Effective: May 4, 2005

Issued By: Julie P. Laine, Secretary
Time Warner Cable Information Services (Massachusetts), LLC
290 Harbor Drive
Stamford, CT 06902

CHECK SHEET

The sheets listed below, which are inclusive of this Tariff, are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the top of this page.

SHEET	REVISION		SHEET	REVISION	
1	Original		27	Original	
2	2 nd Revised	*	28	Original	
3	Original		29	Original	
4	1 st Revised		30	Original	
5	Original		31	Original	
6	Original		32	1 st Revised	
7	1 st Revised		32.1	Original	
7.1	Original		33	2 nd Revised	*
8	1 st Revised		34	1 st Revised	
9	Original		35	1 st Revised	
10	1 st Revised				
11	1 st Revised				
12	1 st Revised				
13	Original				
14	Original				
15	Original				
16	Original				
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SYMBOLS SHEET

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

- C - To signify changed rate, term or condition
- D - To signify discontinued rate, term or condition
- I - To signify increased rate
- M - To signify text moved from another tariff location, but no change in rate, term or condition
- N - To signify new rate, term or condition
- R - To signify reduced rate
- T - To signify changed text or regulation, but no change in rate, term or condition

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Massachusetts Department of Telecommunications and Energy (“MDTE” or “the Department”) For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., that the MDTE follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the DTE, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by the symbols given on the symbols sheet. There will be no other symbols used on this page if these are the only changes made to it (i.e., the format remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the MDTE.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS

1.1 EXPLANATION OF ABBREVIATIONS AND ACRONYMS

Cont'd	-	Continued
IXC	-	Interexchange Carrier
ICO	-	Independent Company
ICE	-	Independent Company Exchange
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Company
MDTE	-	Massachusetts Department of Telecommunications and Energy
MTS	-	Message Telecommunication Service
NPA	-	Numbering Plan Area
PIC	-	Primary Interexchange Carrier
TDD	-	Telephone Device for the Deaf
TRS	-	Telecommunications Relay Service

Some material previously found on this page now found on Original Page 7.1

SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D.)

1.2 DEFINITIONS OF TERMS

Company - Refers to Time Warner Cable Information Services (Massachusetts) LLC d/b/a Time Warner Cable.

Completed - A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer - The person or other entity which orders Service and is responsible for payment of charges due in compliance with the Company's Tariff regulations. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location. For purposes of this Tariff, "Customer" shall refer to local, county, state, or federal entities, and/or those persons or entities whose use of service is or is represented to be primarily or substantially of a professional, business, institutional, occupational or commercial nature and who subscribe, from the Company or some other entity, to more than four access lines or to a service or services with a capacity for providing in the aggregate at least 256 DS0 equivalents for the transmission of voice and/or data.

(M)

(C)

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D.)

1.2 DEFINITIONS OF TERMS (CONT'D.)

Customer-Provided Equipment (CPE) - Equipment provided by the Customer for use with the Company's Service. CPE can include a station set, facsimile machine, key system, private branch exchange (PBX), or other information, communication or power system.

Department - The Massachusetts Department of Telecommunications and Energy

End User - Any Customer or other person or entity who is not a carrier, except that a carrier (T) (other than a telephone company) shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes.

Message - A completed telephone call.

Nonrecurring Charge - A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Recurring Charge - The monthly charge to the Customer for Service, facilities and equipment, which continue for the agreed upon duration of the Service.

Service - Any Telecommunications Service(s) provided by the Company under this Tariff.

Termination of Service - Discontinuance of both incoming and outgoing Service.

User - A Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

Basic Local Exchange Service - Access to and usage of Company provided local facilities by End Users and Customers for the purpose of originating or receiving voice grade, data, image or other electronic communications and for obtaining access to interexchange or other networks for such purposes.

Dedicated Communications Service - - Is that of furnishing the requisite facilities including channels and network terminating equipment, to enable the Customer and authorized users to communicate between specified locations of continuous use.

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

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses

designated exchanges, which are grouped to serve common social, economic and other purposes.

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

Local Channel - When used in connection with Private Line services, the portion of a through channel that is provided within a central office area to connect a station with an interexchange channel, an interoffice channel, or another local channel serving a station within the same central office area. When used in connection with Private Line High Capacity Transport Service, the path for isochronous transmission between the Customer's premises and the Company Hub Office.

Local Distribution Channel - Provides interconnection between the Company Hub Office and the Customer premises.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

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

Premises - The physical space designated by the Customer for the termination of the Company's service.

Recurring Charge - The monthly charge to the Customer for Service, facilities and equipment, which continue for the agreed upon duration of the Service.

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

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

SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Regulatory Compliance

Company will comply with all applicable billing and termination rules of the Commission, as set forth in Docket DTE 18448.

2.1.2 Application of Tariff

- A. This Tariff sets forth terms and conditions applicable to the furnishing of Local and Interexchange Service defined herein offered by the Company within the Commonwealth of Massachusetts. Service is furnished for the use of End Users within the Commonwealth of Massachusetts. (T)
- B. When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by it.
- C. When Service and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities.
- D. This Tariff applies only for the use of the Company's Service within the Commonwealth of Massachusetts. This includes the use of the Company's network within the Commonwealth of Massachusetts (T)
- E. The provision of Local and Interexchange Phone Service defined herein is subject to the terms and conditions specified in this Tariff and may be revised, added to, or supplemented by superseding issues.
- F. The provision of Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

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

2.1 UNDERTAKING OF THE COMPANY (CONT'D.)

2.1.3 Shortage of Equipment or Facilities

- A. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.
- B. The Company shall not be required to furnish, or continue to furnish, facilities or Service where the circumstances are such that the proposed use of the facilities or Service would tend to adversely affect the Company's plant, property or Service.

2.1.4 Terms and Conditions

- A. In furnishing facilities and Service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to Customers for information services or communications.
- B. Service may be provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein. The Customer must pay the regular tariffed rate for the Service it subscribes to for the minimum period of service. If a Customer disconnects Service before the end of any minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. (T)
- C. 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 Service, and the terms and conditions in this Tariff. Customers also will be required to execute any other documents reasonably requested by the Company. (T)
- D. The Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to the Company for Service previously rendered until the debt is satisfied.

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

2.1 UNDERTAKING OF THE COMPANY (CONT'D.)

2.1.4 Terms and Conditions (Cont'd.)

- E. This Tariff shall be interpreted and governed by the laws of the Commonwealth of Massachusetts without regard to its choice of law provision.

2.2 LIMITATIONS ON LIABILITY

2.2.1 Indemnification and Limits on Liability

- A. Except where the Department, for good cause shown, determines otherwise, the (T) Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
 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, storms, or other natural catastrophes; pole hits; explosions; 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, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or, Service in violation of this Tariff,
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided facilities or Service, or by means of the combination of Company-provided facilities or Service with Customer-provided facilities or services;
 5. The Company is not responsible for any infringement, breach or invasion of the right of privacy of any person or persons, caused or

claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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 this Section 2.2;
7. Defacement of or damage to Customer premises resulting from the furnishing of Service 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 intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff,
11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to

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- any failure of Service functionality or interruption of electric service to Customer's premises;
12. Any non-completion of calls due to network busy conditions or network failures;
 13. Any calls not actually attempted to be completed during any period that Service is unavailable;
 14. Blockages by other providers of services on the public switched network;
 15. Any damage to CPE resulting from use of that system with the Service; and
 16. Breach in the privacy or security of communications transmitted over the Company's facilities.
- B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment or facilities or Service provided by the Company.
- C. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
- D. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for facilities provided by other entities to the Customer, regardless of whether the facilities are used to provide Service to the Customer or if the Company has acted as the Customer's agent in arranging for such facilities.

- E. Except as otherwise stated in this Tariff, any claim of any nature against the Company shall be deemed conclusively to be waived unless presented in writing to the Company within thirty (30) days after the date of the event or occurrence constituting the basis of the claim.
- F. The Company is not liable for any errors and omissions in local Directories. In cases where the Company imposes a specific charge for the directory listing, the Company's liability for any such error or omission shall not exceed the amount paid by the Customer for such charge.
- G. The Company makes no warranties or representations, express or implied, in fact or by operation of law, statutory or otherwise, including any warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H. The Company is not liable for any charge incurred by Customer or End User when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- I. The Company is not liable for any act, error, omission, or interruption caused by a company, including its agents and employees, providing facilities or services for the purpose of establishing or maintaining a connection. This includes the acts, errors or omissions of a company providing access to and use of a signaling system database,

2.3 LIABILITY OF THE COMPANY

2.3.1 General

- A. Except as otherwise stated in this Tariff, the Company's liability for damages arising from any cause including, but not limited to, any mistakes, omissions, interruptions, delays, errors, defects, misrepresentations, or misuse relating to the Company's furnishing of Services or its failure to furnish Services, shall be limited to the corresponding amount of the credit to the Customer for an Interruption of Service, as set forth in Section 2.7 hereunder.
- B. Except for the credit to the Customer for an Interruptions of Service, set forth in Section 2.7 hereunder, the Company is not liable to Customers, End Users or any 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, including the inability to access emergency 911 services during any such failure, 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.

2.4 SERVICE AVAILABILITY

2.4.1 Notification of Service-Affecting Activities

The Company will provide to the Customer reasonable notification of scheduled Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, testing, modification, replacement, removal or rearrangement of equipment or facilities and routine preventative maintenance. Generally, such activities do not specifically affect an individual Customer but affect many Customers' Service. 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 a loss of power or damage to facilities or equipment, notification to the Customer may not be possible.

2.4.2 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make Services available to Customer on or before the date requested by the Customer, subject to the provisions of this Tariff and compliance by the Customer thereto. The Company does not guarantee availability by any such date and shall not be liable for any delays affecting the availability of Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, nor may the Customer permit others to do so, except upon the written consent of the Company.

- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Service the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or End User when a reported Service impairment or trouble results from the use of equipment or facilities owner or provided by any party other than the Company, including, but not limited to, the Customer or End User.
- F. The Company is not responsible for the installation, operation, or maintenance of any Customer- or End User- provided communications, power or other equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-Provided Equipment.

2.4.3 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its affiliates, agents or contractors.

2.4.4 Service Areas and Availability

Service is offered subject to the availability of Company facilities, equipment and systems within the exchanges in Massachusetts, defined in Verizon-MA MDTE Tariff No. 10.

2.4.5 Local Calling Areas

The Company hereby adopts the local calling areas as defined in Verizon-MA MDTE Tariff No. 10.

2.5 OBLIGATIONS OF THE CUSTOMER

2.5.1 General

- A. The Customer is responsible for:
1. The payment of all applicable charges pursuant to this Tariff
 2. Damage to or loss of the Company's facilities or equipment due to the acts or omissions of the Customer or of any End User, or by the partial or complete failure of the Customer or any End User to comply with these regulations, or by fire, theft or other casualty occurring within the Customer's or any End User's premises, unless caused by the negligence or willful misconduct of the Company or its agents or employees;
 3. Obtaining, maintaining, and otherwise ensuring that the Company and its employees and agents have full access to all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Service to the Customer or End User from the minimum point of entry to the Customer's or End User's premises to the location of all equipment and space that Company must access for the purpose of providing Service. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by the Customer or End User, and may be charged by the Company to the Customer or End User. The Company may require the Customer or End User to demonstrate its compliance with this Section prior to accepting an order for Service;
 4. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

5. Making the Company's 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.
6. If Customer or End User is not the owner of the premises upon which Equipment and Software is or will be installed, Customer or End User, as appropriate, shall obtain all necessary consents from the owner of the premises to permit the Company's employees and agents to enter the premises for the purposes of providing Services pursuant to this Tariff and as otherwise described in this Section 4. Customer shall indemnify and hold Company harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.

2.5.2 Prohibited Activities and Uses

- A. Services provided by the Company shall not be used for any unlawful purpose or for any use for which the Customer or End User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or End User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or End User may not assign, or transfer or convey in any manner the Service or any rights associated with the Service without the written consent of the Company. Notwithstanding this limitation, the Company will permit a Customer to transfer its existing Service to another person or entity if the existing Customer has paid all charges owed to the Company for Service provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

2.5.3 Claims

Notwithstanding Section 2.2 and 2.3 herein, with respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or End User or any employee, agent, representative or invitee of such Customer or End User; or
- B. Any claim of any nature whatsoever brought by an End User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff.

2.6 CUSTOMER EQUIPMENT AND CHANNELS

2.6.1 General

An End User may transmit or receive information or signals via the facilities of the Company. An End User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Tariff, the Company does not guarantee or warrant any Service for any purpose except as expressly described herein.

2.6.2 Station Equipment

- A. Terminal equipment on the Customer or End User premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer or End User. The Customer or End User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such Customer-Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all End User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to 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.

- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

2.6.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. The Service 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 this Tariff and the tariff of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this Tariff.

2.6.4 Inspections

If Company reasonably believes that the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such actions 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 (10) 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.

2.7 INTERRUPTION OF SERVICE

2.7.1 General

- A. Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting, failure of facilities or services of other companies relied upon by Company to provide Service, negligence of the Customer, or to the failure of channels, wiring, equipment, facilities or power provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the

Customer and is not in the channels, wiring, equipment, facilities or power provided by the Customer. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption, In addition, for Service interruptions greater than eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one month of Service.

B. No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, End User, or any common carrier providing service connected to the Service of the Company;
2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. Interruptions due to the failure or malfunction of non-Company equipment;
4. Interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. Interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
6. 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; and
7. Interruption of Service due to circumstances or causes beyond the control of the Company.

C. For the purposes of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network capacity shortages. Nor shall the interruption allowance apply where Service is interrupted by the

negligence or willful act of the Customer or End User or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of facilities or Service, or any other reason covered by this Tariff. No allowance shall be made for interruptions due to electric power failure.

2.8 PAYMENT

2.8.1 Payment

Bills will be issued on paper and sent via first class mail or by similar means

The Customer is responsible for the payment of all charges for facilities and Service furnished by the Company to the Customer and to all End Users authorized by the Customer, and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

2.8.2 Billing and Collection of Charges

- A. All Customer bills are due and payable on or before the due date provided on the bill. If payment of any portion of the bill is received by the Company more than seven (7) days after the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company.
- B. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer.
- C. When a check that a Customer has presented to the Company for payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge in an amount up to \$20.00.
- D. Bills are payable at any business office of the Company, by U.S. Mail, or at any agent location designated by the Company.

2.8.3 Disputed Bills

If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill. Pursuant to its authority under MGL, Chapter 159, the MA MDTE has discretion whether to adjudicate complaints between nonresidential customers and the Company.

Customers have the right to appeal unresolved complaints to the Department. The Company will comply with Rule 3.6 in Docket D.T.E. 18448 regarding customer protection notices.

2.8.4 Late Payment Charges

- A. Customer bills are due on the due date specified on the bill. A Customer's failure to render such payment on or before the due date specified on the bill constitutes default by the Customer. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with amounts that have been identified by the Customer to the Company as an amount in dispute. All undisputed amounts on the same bill are subject to late payment charges if unpaid, and such amount will be carried forward to the next bill.

2.8.5 Suspension or Termination of Service for Nonpayment

- A. If payment is not received within thirty (30) days of the due date, Company will send a written disconnect notice to the Customer via first class U.S. Mail. Such notice shall state the reason for Service discontinuation and will allow the Customer not less than fifteen (15) days to remove the cause for Service discontinuation.
- B. Company will mail notice to the Customer no later than six (6) business days after the date appearing on such notice.
- C. After issuing the written notification in accordance with Section 2.8.5(A), at least one attempt shall be made during non-working hours to contact a residential Customer by telephone before the scheduled date of discontinuation or suspension.
- D. Company will send to Customer via first class U.S. Mail written notice indicating that suspension and termination of Service will take place within five (5) days, excluding Sundays and holidays, that Customer will be given an opportunity to make full payment of all undisputed charges, and that in no event will service be discontinued on the day preceding any day on which the Company is not prepared to accept payment of the amount due and to reconnect service.

- E. Suspension and termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the Company's payment collection office is closed. In addition, Service may not be disconnected during the periods of December 23 through December 26 and December 30 through January 2.
- F. If the Customer's account is disconnected due to non-payment, Service may be reconnected only by paying all past due amounts, a reconnection fee, and the first month of Service in advance.
- G. Company may suspend or terminate Service for nonpayment of the undisputed portion of a disputed bill if the Customer does not pay the undisputed portion after Company requests payment.
- H. Company shall reconnect suspended or terminated Service within twenty-four (24) hours following payment or undisputed amounts due or within twenty-four (24) hours of the end of circumstances beyond the Company's control which delay the reconnection.

2.8.6 Exceptions to Suspension and Termination for Nonpayment

Service shall not be suspended or terminated for:

- A. Nonpayment for Service for which a bill has not been rendered;
- B. Nonpayment for Service which has not been rendered;
- C. Nonpayment of any billed charge that is in dispute during the period before the dispute has been resolved by the Company in accordance with its complaint handling procedures.
- D. Nonpayment of billed and overdue amounts pursuant to Section 2.11 herein. Pursuant to 18848, Parts 5 and 8, Company will not disconnect phone service for non-pay in which all adult residents in the household are 65 years of age or older without prior written approval of the MDTE, or if the customer claims there is a serious illness, as specified in 18448, Part 5.

2.8.7 Deferred Payment Agreements

If the Customer claims inability to pay an outstanding bill in full, the Company shall inform the Customer of the Company's policies with respect to deferred payment agreements.

A deferred payment agreement shall be in writing and signed by the customer or his or her representative and a Company representative authorized to enter into the agreement. An agreement reached by telephone shall be confirmed by the Company in writing and mailed to the customer with instructions to sip a confirming copy and return it in a prepaid, self-addressed envelope as provided.

The Company's deferred payment agreement does not include a finance charge.

If the Customer and the Company cannot agree to a deferred payment plan, the Company shall notify the Customer of his or her right to request a Department hearing on the matter, and service may not be discontinued, except as provided in Parts 5 and 6 of the Department's Rules in Docket M.D.P.U. 18448. The Department shall have the authority to establish between the parties a binding deferred payment agreement containing reasonable conditions.

The Department shall establish a deferred payment agreement only if (a) the Customer demonstrates that he or she is faced with financial hardship; (b) no other such agreement between the parties is outstanding; and (c) the Customer agrees to pay all other bills from the Company as they become due; provided, however, the Department or the parties may reconsider a previous agreement because of changed circumstances or information which was not reasonably available at the time the agreement was reached. In no event shall the Department establish a deferred payment agreement providing for payments, which extend for a period exceeding eight months.

The Company may discontinue service to any Customer due to the Customer's failure substantially to comply with the terms and conditions of a deferred payment agreement. Said right shall arise, however, only after the Company gives the Customer five days' written notice of the proposed discontinuance and the reasons therefor.

If the last day of the notice period required by Rule 7.4 falls upon a day on which the postal service does not deliver mail, then that notice period be extended through the next day on which mail is delivered.

2.9 ADVANCE PAYMENTS AND DEPOSITS

The Company adopts Part 4 of the Rules in Docket D.T.E. 18448 governing deposits, except that Rule 4.5 (a) that limits the amount of an advance payment, or a deposit, to \$50.00 is replaced by the following:

To safeguard its interests, the Company may require a Customer to make an advance payment before Service and facilities are furnished. The advance payment will not exceed an amount equal to two (2) months of estimated monthly recurring charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. Company will credit the advance payment to the Customer's initial bill.

Company may verify Customer's creditworthiness and may utilize credit reporting agencies in accordance with applicable laws. Company may require from Customer a deposit based on Customer's credit rating.

2.10 TAXES AND OTHER CHARGES

The Customer is responsible for payment of any Federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Service by governmental jurisdictions, other than taxes imposed generally on the Company's net income, as indicated on Customer's bill.

2.11 BACKBILLING

The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than twenty-four (24) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of Service is not permitted for charges billed in excess of six (6) months after the Service was provided. The Customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.12 TERMINATION FOR CAUSE OTHER THAN NONPAYMENT

2.12.1 General

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

- A. In the event of prohibited, unlawful or improper use of the facilities or Service, or any other violation by the Customer of this Tariff or the rules and regulations governing the facilities and Service; or
- B. If, in the judgment of the Company, any use of the facilities or Service by the Customer may adversely affect the Company's personnel, plant, property or Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property or Service is occurring, or is likely to occur; or
- C. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or Service received from the Company; or
- D. In the event that Service is connected for a Customer who is indebted to the Company for Service or facilities previously furnished, that Service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification. See Section 2.8.7 regarding Deferred Payment Agreements.

2.12.2 Prohibited, Unlawful or Improper Use of Facilities or Service

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

- A. The use of facilities or Service of the Company without payment of Tariff charges;
- B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- C. The use of profane or obscene language;

- D. The use of the Service in a manner such that it interferes with the Service of other Customers or prevents them from making or receiving calls;
- E. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the Service; or
- F. Permitting fraudulent use.

2.12.3 Abandonment or Unauthorized Use of Facilities

- A. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate the Service.
- B. Suspension/termination of Service for abandonment or unauthorized use may only occur after the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice will be sent to the Customer five (5) days before such suspension or termination. The notification requirement is waived when previous mailings were returned by the Post Office or the Company is advised that a new Customer has moved into the location.
- C. In the event that Service is terminated for abandonment of facilities or unauthorized use and Service is subsequently restored to the same Customer at the same location:
 - 1. No charge shall apply for the period during which Service' has been terminated; and
 - 2. Reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the Service was terminated due to an error on the part of the Company.

2.12.4 Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary facilities and equipment, or (b) to secure and retain suitable space for its plant and facilities in the building where Service is provided to the Customer may require termination of a Customer's Service until such time as new arrangements can be made. Under

such circumstances, no charges will be assessed the Customer while Service is terminated, and no connection charges will apply when Service is restored.

2.12.5 Emergency Termination of Service

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

2.13 USE OF CUSTOMER'S SERVICE BY OTHERS

2.13.1 Customers and Authorized Users

Services provided hereunder are provided solely for the use of the Customer, except for occasional use of such Service by visitors and other invitees. Customers may not resell such Service to a third party for any form of compensation.

2.13.2 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Service and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.

2.14 CANCELLATION OF SERVICE

If a Customer cancels a service order or terminates Service before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:

- A. All nonrecurring charges as specified in this Tariff; plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus

- C. All recurring charges specified in this Tariff for the balance of the then current term.

2.15 NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be delivered via electronic notice and/or first-class mail. 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.

All written notices to residential customers shall conform to the rules promulgated in M.D.P.U. 18448, i.e., customer protection notices (Rule 3.6); Notices of Discontinuation of Service (Rule 5.4 et al) and Removal of Service (Rule 5-11 et al).

2.16 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

2.16.1 Special Construction and Non-Routine Maintenance

- A. Subject to the agreement of the Company and to the provisions contained in this Tariff, the Company may undertake special construction, special arrangements and non-routine maintenance on a reasonable-efforts basis at the request of the Customer. At its sole discretion and subject to any conditions that it may choose to impose, the Company may perform such special construction, special arrangements and non-routine maintenance outside of its regular business hours or in hazardous locations. Special arrangements include any Service or facility relating to a telecommunications service not otherwise specified under this Tariff, for the provision of Service on an expedited basis, or in some other manner different from the normal tariff conditions. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customers' request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays and/or nights, additional charges may apply.

2.16.2 Basis for Charges

Where the Company furnishes facilities or Service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include:

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

2.16 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D.)

2.16.2 Basis for Charges (Cont'd.)

- Nonrecurring charges;
- Recurring charges;
- Termination liabilities; or
- Combinations thereof

The agreement for special construction will ordinarily include a minimum Service charge commitment based upon the estimated value of the Service and facilities to be provided by the Company,

2.16.3 Termination Liability

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

2.17 INDIVIDUAL CASE BASIS ARRANGEMENTS

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service⁴ in this tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

(N)
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(N)

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

2.18 911 EMERGENCY TELEPHONE SERVICE

(N)

2.18.1 General

- A. 911 is the three-digit telephone number designated throughout the United States as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue, and other emergency services.
- B. Where offered, the Service shall include a 911 Emergency System, including but not limited to Enhanced 911 services, pursuant to applicable federal, Massachusetts, and local laws and regulations. This system will provide use of the exchange network at no charge to the caller on a per call basis. Any calls from a pay telephone shall not require a coin to be deposited or payment of any charge for 911 calls. Company shall also provide the ability to transfer calls from a Public Safety Answering Point (PSAP) to the proper Emergency Response Agency (ERA), as required.

(N)

SECTION 3 - SERVICE DESCRIPTION

3.1 TRIAL SERVICES

The Company may offer new services that are not otherwise subject to this tariff, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 HIGH CAPACITY TRANSMISSION SERVICES

The Company provides local and interexchange telecommunications services, as described hereunder.

3.2.1 General Description of Service

High Capacity Transmission Services provides a point-to-point, point-to-multipoint and multipoint-to-multipoint dedicated connection between one or more customer-defined (C) locations and/or the Company. The service may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 100 Gbps and will be designed (C) and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at nondiscriminatory rates, terms and conditions.

SECTION 4 - RATES

4.1 RATES

4.1.1 Service Connection and Related Charges

(D)

Nonrecurring charges may apply to Customer requests for connecting, moving, or (T) changing Service. These charges will be determined on an Individual Case Basis (ICB) | and will apply in addition to any other scheduled rates and charges that otherwise apply (T) under this Tariff.

1. Charges for the connection, move, or change of Service may apply for work (T) being performed during the Company's normal business hours, If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
2. Changes in location of the Customer's Service from one premises to another may (T) be treated as new Service connections with the appropriate Service Charges applying.

(D)

|

(D)

4.1.2 ICB Charges

(N)

|

ICB pricing will be developed and used for special circumstances and Services that are | not listed in this Tariff or part of the Company's normal service offerings. ICB rates for | similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory | basis. (N)

(N)

Some material previously found on this page now found on 1st Revised Page 33

SECTION 4 – RATES (CONT'D.)

4.2 PROMOTIONAL OFFERINGS (T)

Subject to the approval of the Commission, the Company may from time to time elect to offer temporary promotional programs that shall waive, for a specified period of time not to exceed six (6) months, in whole or in part (1) any installation fee and/or (2) any recurring or nonrecurring fees for any Services other than intrastate toll service to introduce present or potential Customers to a service not previously received by the Customer.

4.3 EMPLOYEE RATES (N)

The Company may offer special rates or rate packages to its employees or employees of its affiliates. (N)

Some material previously found on this page now found on 1st Revised Page 33