

**TITLE SHEET**

**FLORIDA COMPETITIVE NETWORK SERVICES PRICE LIST**

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service for competitive network and resold telecommunications services provided by RNK Telecom, Inc., with principal offices at 333 Elm Street, Dedham, Massachusetts 02026. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: August 24, 2004

Effective: NOV 11 2004

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

**CHECK SHEET**

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

SHEET	REVISION	SHEET	REVISION
1	Original	39	Original
2	7 <sup>th</sup> Revised (*)	40	Original
2.1	5 <sup>th</sup> Revised (*)	41	Original
3	3 <sup>rd</sup> Revised (*)	42	Original
4	Original	43	Original
5	Original	44	Original
6	Original	45	Original
7	Original	46	1 <sup>st</sup> Revised
8	Original	46.1	Original
9	Original	46.2	Original
10	Original	46.3	Original
11	Original	46.4	Original
12	Original	46.5	Original
13	Original	46.6	Original
14	Original	46.7	Original
15	Original	46.8	Original
16	Original	46.9	Original
17	Original	46.10	Original
18	Original	46.11	Original
19	Original	46.12	Original
20	Original	46.13	Original
21	Original	46.14	Original
22	Original	46.15	1 <sup>st</sup> Revised
23	Original	46.15.1	Original
24	Original	46.15.2	Original
25	Original	46.15.3	Original
26	Original	46.16	1 <sup>st</sup> Revised
27	Original	46.17	Original
28	Original	46.18	Original
29	Original	46.19	Original
30	Original	46.20	Original
31	Original	46.21	Original
32	Original	46.22	Original
33	Original	46.23	Original
34	Original	46.24	Original
35	Original	46.25	1 <sup>st</sup> Revised
36	Original	46.26	Original
37	Original	46.27	Original
38	Original	47	Original
(*) Pages included in this transmittal		48	Original

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**CHECK SHEET (cont'd)**

SHEET	REVISION	SHEET	REVISION
49	Original		
50	Original		
51	Original		
52	Original		
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56	Original		
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72	Original		
73	Original		
74	2 <sup>nd</sup> Revised		
75	2 <sup>nd</sup> Revised		
76	2 <sup>nd</sup> Revised (*)		
77	2 <sup>nd</sup> Revised (*)		
78	1 <sup>st</sup> Revised		
79	1 <sup>st</sup> Revised		
80	Original		

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**SYMBOLS SHEET**

**D** – Delete of Discontinue

**I** – Change Resulting In An Increase to A Customer's Bill

**M** – Moved From Another Tariff Location

**N** – New

**R** – Change Resulting In A Reduction To A Customer's Bill

**T** – Change in Text Or Regulation But No Change In Rate Or Charge

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**TARIFF FORMAT SHEETS**

**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 FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their 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 FPSC, 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 an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. 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 FPSC.

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**SECTION 1 - TECHNICAL TERMS AND ABBRIVIATIONS**

**Access Line:** An arrangement that connects the Customer's telephone to an RNK-designated switching center or point of presence.

**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 use the Company's service under the terms and conditions of this notice. The Customer remains responsible for payment of services.

**Available Usage Balance:** The amount of usage remaining on a Debit Service Account at any particular point in time. Each Service Account or Card has an Initial Usage Balance to be debited which is stated either in usage minutes or U.S. dollars, depending upon the type of service. The Available Balance is depleted as the Customer uses services provided by the Company.

**Bit:** The smallest unit of information in the binary system of notation.

**Calling Card:** A physical or virtual (an assigned Personal Identification Number with or without a physical or printed card) card attached to a presubscribed service, or Debit Service with or without a remaining usage balance which would be depleted on a real-time basis during each Debit Service call.

**Central Office or CO:** A site where local telephone switches and other equipment reside for purposes of routing calls and other functions.

**Commission:** The Florida Public Service Commission

**Company or Carrier:** RNK, Inc. d/b/a RNK Telecom®, the issuer of this tariff.

**Customer:** The person, firm, corporation or other entity that orders, cancels, amends or uses services from, and is responsible for, payment of charges and compliance with the Company's applicable notices or tariffs.

**Debit Service:** A service accessed via a "1-800" or other access number whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance of a Company-issued Debit Service.

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SECTION 1 - TECHNICAL TERMS AND ABBRIVIATIONS. CONT'D

**Debit Service:** A calling card and/or Personal Identification Number which represents a prepaid usage balance depleted on a real-time basis during each Debit Service call.

**Debit Service Call:** An originated telecommunications whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance of a Company-issued Debit Service.

**Debit Service Card:** A physical or virtual (an assigned Personal Identification Number with or without a physical or printed card) card representing a Debit Service, with or without a remaining usage balance which would be depleted on a real-time basis during each Debit Service call.

**Debit Service Payment:** A payment by commercial credit card, check, or draft that increases or establishes the Available Usage Balance on a Debit Service.

**Dedicated Facility:** A facility or equipment system or subsystem set aside for the sole use of a specific customer.

**FPSC:** The Florida Public Service Commission.

**Depletion:** Real time reductions in the Available Usage Balance, based on usage of the Customer Debit Service.

**End User:** Any Customer of an intrastate telecommunications service that is not a carrier.

**Individual Case Basis ("ICB"):** A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the case.

**Initial Usage Balance:** The amount of usage on a Debit Service upon issuance or activation and before any depleting call activity.

**LATA:** Local Access and Transport Area. A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

**LEC:** Local Exchange Company.

**Marks:** A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device, image or merchandise to which legal rights or ownership are held or reserved by an entity.

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SECTION 1 - TECHNICAL TERMS AND ABBRIVIATIONS. CONT'D

**NECA:** National Exchange Carriers Association.

**Personal Identification Number (PIN):** A unique pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to identify the caller and validate the caller's authorization to use the services accessed and provided. The Customer is responsible for charges incurred through the use of his or her assigned PIN.

**Premises:** The physical space designated by a Customer or authorized user for the termination of the Company's service.

**Renewal:** A method of replenishing a Debit Service's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**Responsible Organization:** An entity selected by the Customer of toll-free (800/888/877) service to manage the service.

**RNK:** Refers to RNK, Inc. d/b/a RNK Telecom<sup>®</sup>, a/k/a RNK Telecom, Inc. unless otherwise indicated by the context.

**Serving Wire Center:** A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Sponsor:** A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with calling cards (prepaid or otherwise) or other merchandise, and contracts with the Company for the marketing of the services described herein.

**Standard Rate:** The monthly recurring rate applicable to a tariffed service ordered, purchased, or defaulted to the month-to-month service plan or agreement.

**Subscriber:** The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this notice. A Subscriber is also a Customer under the terms of the notice.

**Switched Access Origination/Termination:** Access between the Customer and an interexchange carrier provided on local exchange company Feature Group circuits where the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking the Company**

This tariff contains the rules, regulations and rates applicable to intrastate telecommunications services provided by the Company for telecommunications within the State of Florida. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the FPSC's rules. In-state toll services provided by the Company are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall provide sufficient information to the Company to fully identify the Customer and the services requested. Service will be furnished (i) through the Company's own facilities, (ii) through the use of network elements procured from facilities-based Local Exchange Carriers, (iii) public and/or private Internet Protocol ("IP") networks (i.e., the Internet) and (iv) through a combination of the foregoing.

**2.2 Use**

The Customer may use services provided under this tariff for any lawful telecommunications purpose for which the service is technically suited. 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. Resellers and rebillers of the Company's service must be certified with the Florida Public Services Commission.

**2.3 Limitations of Service****2.3.1 Shortage of Equipment Facilities**

- .1 The Company reserves the right to limit or 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.
- .2 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, from time to time, to furnish service as required at the sole discretion of the Company.
- .3 The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

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**SECTION 2 –RULES AND REGULATIONS, (Cont'd)**

**2.3 Limitations of Service, (Cont'd)**

- 2.3.2 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.3 This tariff shall be interpreted and governed by the laws of the State of Florida without regard to the State's choice of laws provisions.
- 2.3.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.3.5 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.8 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to theirs.

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2.3.9 RNK Broadband Voice Service is not supported by an in-home back-up power source, and if electrical power or and/or the underlying broadband connection are not operating, the Broadband Voice Service—including the ability to access emergency 911 services will not be available.

2.3.9.A In addition, 911 dialing is only available when service is activated, which initially requires entry of applicable usernames or passwords, as required by the applicable software.

2.3.9.B While certain call-back capabilities, if they are available, may function on this Service, any interruption – before, during or after any call -- in power supply, broadband Internet connection, Internet service provider login, or Service login may cause these features to fail.

## 2.4 Liability of the Company

2.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.11, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.4 Liability of the Company (Cont'd)**

- 2.4.2 With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.11, the Company's liability, if any, shall be limited as provided herein.
- 2.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; the inability to access emergency services after a completed 911 call or call attempt in accordance with this tariff; any law, order, rule, regulation, direction, action or request of the government or of any other government, including Florida and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, Florida, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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

- 2.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.4.8 Notwithstanding the Customer's obligations as set forth in this tariff, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.4 Liability of the Company, (Cont'd.)**

- 2.4.13** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.9 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- 2.4.16** In Conjunction with the Busy Line Verification and Interrupt Service, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.4.17** In conjunction with Broadband Voice Services, the Customer, by use of this service, acknowledges that the service is provided over an Internet Protocol (IP) network. The customer is solely responsible for providing the broadband connection needed to access this service. The Company makes no warranty or guarantee regarding the quality, availability, or security of the communications over the broadband portions of the Company's service.
- 2.4.17.A** The Customer, by use of this service, acknowledges and understands that if there is a service outage for any reason, such outage will prevent Service, including access to 911/E911 and emergency dialing. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Tariff.
- 2.4.18** In conjunction with Broadband Voice Services, the Company shall not be liable for any Service outage and/or inability to access 911/E911 or to access emergency service personnel, except as set forth in this Tariff. **THE CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RNK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.**

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2.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.4.20 Any provisions that limit liability or damages do not apply to the extent they conflict with FPSC rules.

2.4.21 The Company shall not be liable for charges from the underlying LEC should a Customer's account incur a non-discounted service or charge from the underlying Local Exchange Carrier.

**2.5 Obligations of the Company**

2.5.1 Service may be initiated based on a written or verbal agreement between the Company and the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.5 Obligations of the Company, (Cont'd)****2.5.2 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 preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with Customers to determine their reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

**2.6 Assignments or Transfer**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the express 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. Such transfer or assignment shall only apply where there is no significant interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to such permitted transferees or assignees, as well as all conditions of service.

**2.7 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. The Company reserves the right to require a minimum charge in excess of one month's service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month shall be a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

**2.8 Obligations of the Customer**

**2.8.1 General** - The Customer shall be responsible for:

- .A the payment of all applicable charges pursuant to this tariff;

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.8 Obligations of the Customer, (Cont'd)**

- .B reimbursing the Company for damage to, or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these terms and conditions; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- .C providing at no charge, as specified from time to time by the Company, any needed personnel, 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 Any costs associated with 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;
- .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's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (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 any Customer premises or the rights-of-way for which Customer is responsible, 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 services as stated herein, removing the facilities or equipment of the Company;
- .G providing explicit notice to any and all potential third party users of Customer's Broadband Voice Service of Customer obligations and conditions under which 911/E911 service is available and not available under this Tariff and any Company notices. Failure to make such notice will subject Customer to liability pursuant to Section 2.8.2.A. and other applicable sections of this Tariff.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.8 Obligations of the Customer, (Cont'd.)**

**2.8.1 General, (Cont'd.)**

- .H not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- .I making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes; and,
- .J paying all non-discounted service or other charge from the underlying Local Exchange Carrier related to the Customer's account, which the Company will pass-through the charge to the Customer at the Company's cost.

**2.8.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- .A any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- .B any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third-party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.
- .C any provisions that limit liability or damages do not apply to the extent they conflict with Commission rules.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**  
**2.9 Billing and Payment for Service, (Cont'd)**

**2.9.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users, including nonrecurring charges or service charges associated with service and facilities furnished. Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

In particular, but not exclusively, the Customer is responsible for any and all cost(s) incurred as the result of:

- .A any delegation of authority resulting in the use of his or her communications equipment and / or network services which result in the placement of calls via the Company;
- .B any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- .C any calls placed by or through the Customer's equipment via any remote access feature(s);
- .D any calls placed as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
- .E any and all calls placed to a toll free telephone number (e.g., 800/888) provided to the Customer by the Company.

**2.9.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

- .A All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt.
- .B The Company shall present bills for Recurring Charges monthly to the Customer, for the month that service is provided.
- .C For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**  
**2.9 Billing and Payment for Service, (Cont'd)**

**2.9.3 Late Payment Charge**

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Florida State Law.

**2.9.4 Deposits**

The Company will **not** collect deposits nor will it collect payments for service more than one month in advance.

**2.9.5 Advance Payments/Pre-Paid Service**

To safeguard its interests, the Company may require a customer to make an advance payment before services and facilities are furnished. In accordance with Rule 25-24.490(2) of the Florida Administrative Code, the advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's average charges for the service or facility, including all usage charges. Any customer may avail itself of the pre-paid option. In certain circumstances, e.g., poor credit history, the Company may in its discretion only offer services to a customer under the pre-paid plan. Customers under a pre-paid service are responsible for paying their predetermined pre-paid amount before each month's service is rendered. Should a customer not pay the required amount before the date due, their service will be discontinued and reinstallation and other charges may apply.

A return payment charge will be applied to each payment dishonored by the institution. A charge of \$25.00 if the face value of the payment does not exceed \$50.00; \$30.00 if the face value of the payment exceeds \$50.00 but does not exceed \$300.00, and \$40.00 if the face value of the payment exceeds \$300.00, or 5% of the face value of the payment, whichever is greater, will apply whenever a payment for service is not accepted by the institution on which it is written. The Return Payment Charge applies to any payments which are unable to be processed, but is not limited to: Insufficient funds; unable to locate account; account closed; balance held; drawn against uncollected funds; account garnished; payment stopped; no funds; account frozen; or post no debits.

In such cases, the customer will have five (5) business days' grace period to render a money order or cashier's check for the amount due plus applicable charges and fees to the Company before service will be discontinued. Upon request, or of its own volition, the Company may review a pre-paid customer's payment record with the Company after six month and one year intervals and offer the customer the option to become a post-paid customer.

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 for a time period set by the Company and the customer. The advance payment will be credited to the customer's initial bill and/or over the relevant time period. An advance payment is not a deposit, and may in fact be required in addition to a deposit.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.9 Billing and Payment for Service, (Cont'd.)**

**2.9.6 Disputed Bills**

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt. Any unresolved disputes may be directed to the attention of the Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0866. The Commission may also be reached toll free at 1-800-342-3552 or 1-800-955-8771 for the hearing impaired.

**2.10 Discontinuance of Service**

Service continues to be provided until canceled by the Customer or until discontinued by the Company as set forth below in accordance with Rule 25-4.113 of the Florida Administrative Code. The Company may render bills subsequent to the termination of service for charges incurred before termination. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the company for charges due and owing for services furnished during the time of or up to suspension or discontinuance.

**2.10.1** Upon five (5) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability:

- .A** For nonpayment of any amounts owing to the Company;
- .B** For failure to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

**2.10.2** Upon five (5) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability for failure to comply with the Service Agreement or Company tariff.

**2.10.3** 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 reasonable notice to the Customer, may discontinue or suspend service without incurring any liability.

**2.10.4** Without prior notice and without incurring any liability the Company may discontinue the furnishing of any and/or all service(s) to a Customer:

- .A** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary bankruptcy petition within the time permitted by law, the Company may, discontinue or suspend service as permitted by the Commission's rules, or by the bankruptcy court without incurring any liability.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.10 Discontinuance of Service, (Cont'd.)**

**2.10.4, (Cont'd)**

- .B** Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- .C** For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to the provision of telecommunications service.
- .D** For noncompliance with or violation of Commission regulation or Company rules and regulations on file with the Commission.
- .E** For reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing such services.
- .F** In the event of tampering with the equipment or services owned by the Company or its agents.
- .G** In the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- .H** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- .I** For unauthorized or unlawful use of Authorization Codes. Such codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- .J** To prevent or protect against fraud or otherwise protect its personnel, agents, facilities or services.
- .K** The Customer refuses to provide information or provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services or its planned use of the Company's service(s); or
- .L** The Customer has been given written notice of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- .M** The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.10.4.M Discontinuance of Service, (Cont'd.)**

- ? Using or attempt to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
- ? Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- ? Any other fraudulent means or devices; or Use of service in such a manner as to interfere with the service of other users; or
- ? Use of service for unlawful purposes.

**2.11 Allowances for Interruptions of Service**

**2.11.1 Credit for Interruptions**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to the Company by the Customer, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours. The credit allowance will be calculated in accordance with the rules and regulations set forth by the Commission.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.11 Allowances for Interruptions of Service, (Cont'd.)**

**2.11.2 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, Joint User, or other unaffiliated common carrier providing service connected to the service of Company;
- .B interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other unaffiliated common carriers connected to the Company's facilities;
- .C interruptions due to the failure or malfunction of equipment not owned by the Company or any affiliated interest;
- .D 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;
- .E interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- .F interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;

**2.11.3 Use of Alternative Service Provided by the Company**

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

**2.12 Cancellation of Service**

**2.12.1 Cancellation of Application for Service:**

When a Customer cancels 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. The special charges described in this section will be calculated on a case-by-case basis.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.12 Cancellation of Service, (Cont'd)**

**2.12.1 Cancellation of Application for Service: (Cont'd)**

- .A 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 of the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of service orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- .B 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, applies. 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.

**2.12.2 Cancellation Prior to Expiration of Term**

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in this Tariff), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within thirty (30) days all costs, fees and expenses incurred in connection with:

- .A all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- .B any disconnection, early cancellation or termination charges reasonably incurred by the Company or paid to third parties by Company on behalf of Customer, as approved by the Public Service Commission for approval, plus
- .C all Recurring Charges specified in the applicable Service Order for the balance of the then current terms.
- .D the receipt of a SIP telephone or ATA adapter, the cost of which, or the unit itself (if in good working order) shall be returned to Company at Customers expense within ten (10) business days.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.13 Deferment of Service**

When a deferment of the date for placing facilities and equipment in service is requested by the applicant after the start of construction (usually at the time the required equipment has been purchased by the Company), charges based on costs apply, upon demand by the Company, for any deferment in excess of one (1) month. The costs include the monthly carrying charges on the Company's investment in equipment and facilities at the time of the deferment plus any other specific costs applicable to the deferment. In no case will the placing in service of equipment and facilities be deferred for more than eighteen (18) months. After eighteen (18) months the installation is considered cancelled, and the applicant is responsible for the payment of costs as specified in Section 2.13.1.1

**2.14 Continuation of Service**

**2.14.1 For Month-to-Month Customers:** Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff.

**2.14.2 For Term Agreement Customers:** Service will continue in accordance with the term agreement. Such agreement shall be renewed automatically for the initial term or in any additional term, unless the customer provides written notice of its intent not to renew such agreement at least thirty (30) days prior to the initial or any additional term. All termination obligations applicable under the original term agreement apply to this renewed agreement.

**2.15 Notices and Communications**

**2.15.1** 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.

**2.15.2** 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.

**2.15.3** 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.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.16 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services that may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed for approval with the Commission in advance of such promotional offerings.

**2.17 Taxes, Fees and Surcharges**

- 2.17.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.17.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.17.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.18 Timing of Messages**

- 2.18.1 For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 2.18.2 For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed upon alternate.
- 2.18.3 Call timing ends when either party hangs up, thereby releasing the network connection.

**2.19 Calculation of Mileage**

Rates for mileage-based services will be based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.

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**SECTION 3 EXCHANGE SERVICE LIST**

The Company has included all of the exchanges in the BellSouth, Verizon-Florida and Sprint-Florida (formerly served by United Telephone and Centel) local exchange territory in Florida as the potential areas where alternative local exchange service is planned.

BellSouth exchanges (and corresponding BellSouth rate group number):			
Archer (5)	Ft. George (9)	Miami (12)	Sanford (8)
Baldwin (9)	Ft. Lauderdale (12)	Micanopy (5)	Sebastian (6)
Bell Glade (3)	Ft. Pierce (5)	Middleburg (9)	Stuart (6)
Big Pine Key (E)	Gainesville (6)	Milton (6)	Sugarloaf Key (4)
Boca Raton (10)	Geneva (7)	Munson (6)	Sunny Hills (3)
Boynton Beach (10)	Graceville (3)	Newberry (5)	Titusville (5)
Bronson (E)	Green Cove Springs (3)	New Smyrna Beach (4)	Trenton (E)
Brooksville (5)	Gulf Breeze (6)	North Dade (12)	Vernon (3)
Bunnell (3)	Havana (6)	North Key Largo (3)	Vero Beach (5)
Cantonment (6)	Hawthorne (5)	Oak Hill (4)	Weekiwachee Springs (5)
Cedar Keys (1)	Hobe Sound (6)	Old Town (2)	Welaka (4)
Century (6)	Holley-Navarre (6)	Orange Park (9)	West Palm Beach (10)
Chiefland (3)	Hollywood (12)	Orlando (11)	Yankeetown (4)
Chipley (3)	Homestead (12)	Oviedo (11)	Youngstown-Fountain (5)
Cocoa (7)	Islamorada (4)	Pace (6)	Yulee (9)
Cocoa Beach (7)	Jacksonville (10)	Pahokee (3)	
Coral Springs (12)	Jacksonville Beach (9)	Palatka (4)	
Cross City (2)	Jay (E)	Palm Coast (3)	
Daytona Beach (6)	Jensen Beach (6)	Panama City (5)	
DeBary (5)	Julington (9)	Panama City Beach (5)	
Deerfield Beach (12)	Jupiter (9)	Pensacola (7)	
Deland (5)	Key Largo (4)	Perrine (12)	
DeLeon Springs (4)	Keystone Heights (3)	Pierson (4)	
Delray Beach (8)	Key West (4)	Pomona Park (4)	
Dunnellon (6)	Lake City (4)	Pompano Beach (12)	
East Orange (11)	Lynn Haven (5)	Ponte Vedra Beach (9)	
Eau Gallie (7)	Marathon (3)	Port St. Lucie (6)	
Fernandina Beach (3)	Maxville (9)	St. Augustine (4)	
Flagler Beach (3)	Melbourne (7)	St. Johns (11)	

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Sprint (formerly Centel) exchanges (and corresponding Sprint rate group number)		
Alford (1)	Glendale (1)	Panacea (6)
Baker (2)	Grand Ridge (2)	Ponce de Leon (2)
Bonifay (1)	Greenville (6)	Reynolds Hill (1)
Cherry Lake (1)	Greenwood (2)	St. Marks (6)
Cottdale (2)	Kingsley Lake (2)	Santa Rosa Beach (4)
Crawfordville (6)	Lawtey (2)	Seagrove Beach (1)
Crestview (2)	Lee (1)	Shalimar (5)
DeFuniak Springs (2)	Madison (1)	Sneeds (2)
Destin (5)	Malone (2)	Sopchoppy (6)
Fort Walton Beach (5)	Marianna (3)	Starke (2)
Freeport (2)	Monticello (6)	Tallahassee (6)
Valparaiso (5)	Westville (1)	

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Sprint (formerly United Telephone) exchanges (and corresponding rate group number)		
Apopka (6)	Howey-in-the-Hills (4)	Punta Gorda (3)
Arcadia (1)	Immokalee (1)	Reedy Creek (6)
Astor (4)	Inverness (3)	Saint Cloud (3)
Avon Park (1)	Kenansville (3)	Salt Springs (4)
Belleview (4)	Kissimmee (3)	San Antonio (2)
Beverly Hills (3)	LaBelle (1)	Sanibel-Captiva Islands (5)
Boca Grande (1)	Lady Lake (5)	Sebring (2)
Bonita Springs (5)	Lake Placid (1)	Silver Springs Shores (4)
Bowling Green (1)	Leesburg (4)	Spring Lake (2)
Bushnell (1)	Lehigh Acres (4)	Tavares (4)
Cape Coral (5)	Marco Island (4)	Trilachoochee (2)
Cape Haze (2)	Montverde (6)	Umatilla (4)
Clermont (6)	Moore Haven (1)	Wachula (1)
Clewiston (1)	Mount Dora (4)	West Kissimmee (3)
Crystal River (3)	Naples (4)	Wildwood (1)
Dade City (2)	North Cape Coral (5)	Williston (1)
Eustis (4)	North Fort Myers (5)	Windermere (6)
Everglades (1)	North Naples (4)	Winter Garden (6)
Forest (4)	Ocala (4)	Winter Park (6)
Fort Meade (3)	Ocklawaha (4)	Zolfo Springs (1)
Fort Myers (5)	Okeechobee (1)	
Fort Myers Beach (5)	Orange City (3)	
Groveland (4)	Pine Island (5)	
Homosassa Springs (3)	Port Charlotte (3)	

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Verizon-Florida exchanges (and corresponding Verizon-Florida rate group number)		
Bartow (4)	Mulberry (3)	Tampa - Central Area (5)
Bradenton (4)	Myakka (4)	Tampa - North Area (5)
Clearwater (5)	New Port Richey (3)	Tampa - East Area (5)
Englewood (2)	North Port (3)	Tampa - South Area (5)
Frostproof (1)	Palmetto (3)	Tampa - West Area (5)
Haines City (3)	Plant City (5)	Venice (4)
Hudson (3)	Polk City (3)	Winter Haven (4)
Indian Lake (1)	Sarasota (5)	Zephyrhills (2)
Lakeland (4)	St. Petersburg (5)	
Lake Wales (3)	Tarpon Springs (5)	

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By:

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SECTION 4 – SPECIAL PROGRAMS AND OFFERINGS

4.1 Sponsor Programs

From time to time, the Company may enter into Sponsor Programs with third parties for the joint marketing and production of cards and services. The Sponsor may offer the Company's services to end users at reduced rates or at no charge as a promotional offering, either alone or as part of a combined package with other goods and services. Intrastate Sponsor Programs are offered only in conjunction with interstate Sponsor Programs.

4.2 Special Promotional Offerings

The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage, subject to Commission approval.

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**SECTION 5 - RESALE LOCAL EXCHANGE SERVICES AND RATES****5.1 Residential Network Switched Service****5.1.1 General**

Residential Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Residential Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. Residential Network Switched Service provides a Residential Customer with a connection to the Company's switching network that enables the Customer to:

- A. Receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101XXXX).

**5.1.2 Basic Residential Line Service**

Basic Residential Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

This service will be offered where available and technically feasible.

Charges for each Basic Residential Service Line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's line. Local calling and Extended Calling scope are defined in the appropriate sections of the General Services tariffs of Verizon-Florida, Sprint-Florida, and BellSouth.

Each Basic Residential Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the Customer's option

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**SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.**

**5.1 Residential Network Switched Service, Cont'd.**

**5.1.2 Basic Residential Line Service, Cont'd.**

A. Monthly Recurring Charges

	<u>Monthly Rate</u>
Residential Flat Rate Service	
BellSouth Territory—All Zones	\$25.00
Sprint-Florida Territory—All Zones	\$25.00
Verizon-Florida Territory—All Zones	\$25.00
Residential Message Rate Service	
BellSouth Territory—All Zones	\$15.00
Sprint-Florida Territory—All Zones	\$15.00
Verizon-Florida Territory—All Zones	\$15.00

<u>Local and Extended Calling: Messages</u>	<u>Per Minute</u>	<u>Per Message</u>
(All Areas, All Zones)		
Local Calling	\$0.00	\$0.09(after first 30 messages)
Extended Calling	\$0.00	\$0.23

<u>Miscellaneous Options</u>	<u>Monthly Rate</u>
a. Touch Tone Dialing	\$0.00

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**SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.**

**5.2 Business Network Switched Service**

**5.2.1 General**

Business Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. Business Network Switched Service provides a Business Customer with a connection to the Company's switching network which enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101XXXX).

Basic Business Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

This service will be offered where available and technically feasible.

Charges for each Basic Business Service Line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's line. Local calling and Extended Calling scope are defined in the appropriate sections of the General Services tariffs of Verizon-Florida, Sprint-Florida, and BellSouth.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

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**SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.**

**5.2 Business Network Switched Service**

**5.2.2 Basic Business Line Service**

Monthly Recurring Charges

	<u>Monthly Rate</u>
Business Measured Dial Tone Line -	
BellSouth Territory—All Zones	\$20.00
Sprint-Florida Territory—All Zones	\$20.00
Verizon-Florida Territory—All Zones	\$20.00

Unlimited Local Messages	
BellSouth Territory—All Zones	\$22.00
Sprint-Florida Territory—All Zones	\$22.00
Verizon-Florida Territory—All Zones	\$22.00

<u>Local Messages</u> (All Areas, All Zones)	<u>Per Minute</u>	<u>Per Message</u>
Local Calling	\$0.00	\$0.085
Extended Calling	\$0.00	\$0.035

<u>Miscellaneous Options</u>	<u>Monthly Rate</u>
a. Touch Tone Dialing	\$0.00
b. Local Usage Detail, per line or trunk	\$3.99

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**SECTION 5 - RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.****5.3 Custom Calling Services****5.3.1 General**

Custom Calling Service is offered to Customers who subscribe to the Company's Network Switched Services. Custom Calling Service features are available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service or from all serving offices. Transmission levels may not be sufficient in all cases.

Connection charges apply when a Customer requests connection to one or more features. Orders requested for the same Customer account made at the same time for the same premises will be considered one request. These charges will not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

**5.3.2 Description of Features**

Call Forwarding - permits a Customer to forward all incoming calls to another pre-selected telephone number. The Customer activates the service by dialing a code and the telephone number of the line to which calls are to be forwarded. No assurance can be given that transmission will be fully satisfactory during Call Forwarding calls. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

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**SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.****5.3 Custom Calling Services, Cont'd.****5.3.2 Description of Features, Cont'd.**

Call Forwarding II - provides for the automatic routing of incoming calls to a pre-selected telephone number when the called telephone number is busy and/or does not answer within a determined number of rings. No assurance can be given that transmission will be fully satisfactory during Call Forwarding calls. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number. Options are listed below:

Call Waiting - 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 will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

Distinctive Ringing - This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Three Way Calling/Call Hold -The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switch hook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

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**SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.**

**5.3 Custom Calling Services, Cont'd.**

**5.3.3 Rates (All Territories)**

Monthly Charges	<u>Business</u>	<u>Residence</u>
Call Forwarding		
Busy Line	\$3.99	\$2.99
Don't Answer	\$3.99	\$2.99
Busy Line & Don't Answer	\$3.99	\$2.99
Variable	\$5.40	\$3.60
 Call Waiting/Cancel Call Waiting	 \$5.40	 \$3.60
 Distinctive Ring I	 \$5.67	 \$3.60
Distinctive Ring II	\$9.54	\$5.40
 Speed Calling		
8 numbers	\$4.50	\$3.60
30 numbers	\$6.30	\$5.40
 Three Way Calling/Call Hold	 \$5.40	 \$3.60

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**SECTION 5 - RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.****5.4 Advanced Custom Calling (CLASS) Services****5.4.1 General**

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; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases. A one month minimum applies to these services. All services are provided only where facilities are available and is subject to the technical limitations of the equipment used by the Company.

**5.4.2 Description of Features**

Call Manager - allows a Customer who is engaged in a telephone call to receive Caller ID (number only) information for a new incoming call, and to handle the new call by either (a) forwarding to Call Answering; (b) including in conferencing; (c) by routing to a message announcement or (d) Drop/First/Drop Last Caller option. The Customer must subscribe separately to Call Waiting. Call Answering is optional. The Customer is required to purchase premises equipment that is capable of displaying Call waiting ID information, in addition to facilitating disposition options.

Call Manager with Name - This service provides all of the functionality in as Call Manager, above, with the addition or providing Caller ID with name on the new incoming call.

Caller ID - allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5 - RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.****5.4 Advanced Custom Calling (CLASS) Services, Cont'd.****5.4.2 Description of Features, Cont'd.**

Caller ID with Name - provides the caller's name in addition to the telephone number from which an incoming call originates, including names and number associated with non-published and non-listed service. The name and calling number are displayed on Customer-provided premises equipment attached to the Customer's telephone line. Customers subscriber to Caller ID with Name will also be provided automatically with the Anonymous Call Rejection feature.

Call Return (\*69) - allows the Customer to either automatically return the most recent incoming call or receive an audible announcement of the telephone number, date and time of the last incoming call by dialing a special code. The Customer also has the option of having the call automatically returned for a maximum of 30 minutes without tying up the Customer's telephone. Should the line become idle during this process and the Call Return's Customer's line is available to complete the call, there is a distinctive ringing signal to alert the Customer that the call can be completed.

Call Trace - allows Customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the Company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the Company, the Customer can use this application to combat nuisance calls.

Call Waiting ID - designed for use by Call Waiting Subscribers and augments Call Waiting. it allows a Customer already engaged in a telephone call to receive Caller ID information (number only) for a new incoming call. Callers subscribing to this feature will also be provided with the Anonymous Call Rejection feature.

Call Waiting ID with Name - provides the same functionality as Call Waiting ID, above, with the addition of display of the caller's name associated with the incoming call.

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**SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.**

**5.4 Advanced Custom Calling (CLASS) Services, Cont'd.**

**5.4.2 Description of Features, Cont'd.**

Repeat Dialing (\*66) - allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer. The Repeat Dialing feature also allows Customers, having reached a busy number, to dial a code before hanging up. The Repeat Dialing feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be automatically redialed:

- ? 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

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**SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.**

**5.4 Advanced Custom Calling (CLASS) Services, Cont'd.**

**5.4.3 Rates**

	<u>Residence Monthly</u>	<u>Business Monthly</u>	<u>Per Activation</u>
Caller ID	\$6.75	\$6.75	n/a
Caller ID with Name	\$6.75	\$7.52	n/a
Call Return—*69	\$3.60	\$4.05	\$0.68*
Call Trace	n/a	n/a	\$4.50
Case Preparation	n/a	n/a	\$4.50
Call Waiting ID	\$6.75	\$6.75	n/a
Call Waiting ID with Name	\$6.75	\$7.52	n/a
Repeat Dialing—*66	\$3.60	\$4.05	\$0.68*
Call Intercept	\$4.50	N/A	N/A
Call Return/Repeat Dialing Package	\$6.08	\$6.30	n/a

\* - Per use up to a Monthly maximum \$6.80. for residential customers: \$6.30 for business customers

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5.5 Intrastate Toll

5.5.1 General

Toll rates set forth in this section apply to all residential "station-to-station" calls that originate and terminate within the same LATA or within the State of Florida, but are outside the local calling area. This Company may, from time to time, engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage, subject to Commission approval.

5.5.2 Rates

IntraLATA Toll—Business	\$0.07, per minute
IntraLATA Toll—Residence	\$0.09, per minute
InterLATA Toll—Business	\$0.07, per minute
InterLATA Toll—Residence	\$0.09, per minute

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**SECTION 6. COMPLEX SERVICES**

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**6.1 Wholesale Audio-conference Delivery Service**

**6.1.1 General**

Wholesale Audio-conference Delivery Service ("WADS" or "Service") consists of inbound trunk-side switching capacity and associated facilities, whereby telephone users can call a WADS subscriber's ("Vendor" or "Customer") number to participate in audio-conferences provided on Vendor's equipment.

The Company provides to Vendors: WADS Inbound Capacity (trunk-side switching functionality), aggregation of traffic from Vendor's end users, and transport to Vendor's chosen location or equipment. The Vendor furnishes the necessary teleconferencing equipment for whatever service it provides, and any monitoring functions to ensure free flowing conversation.

A telephone user is, as used in this Section, a person who makes a call to a Vendor's WADS number or is responsible for the payment of such a call.

WADS will be available on a 24 hours/day, 7 days/week, 365 days/year-basis, except during planned maintenance outages, which will be communicated to the customer in advance and scheduled during off-peak hours.

**6.1.2 Provision of Service/Rate Elements**

Vendors subscribing to WADS will be provided with the following services and functionalities. Standard features will be provided to all customers; WADS optional features will be provided to the extent technically feasible.

**6.1.2.A WADS Inbound Capacity**

**6.1.2.A.1** The WADS Inbound Capacity ("WADS Port") standard element is comprised of a DS-1 level switch trunk port that will connect the PSTN to the Company's terminal (e.g., DSX, DACS, or multiplexing equipment). It will be the responsibility of the Customer to provide (either via an offering of the Company or via a third-party transport provider) shared or dedicated transport to the Customer premises, and/or the location containing Customer's serving equipment. When such capacity or transport is provided via the Company's network, the Company, in its sole discretion, shall determine appropriate connecting facility assignments.

**6.1.2.A.2** The WADS Port shall be configured as an inward-only (DID) port; hence, no outgoing or "broadcast"-type calls may be made via this Service.

As may be justified by the level of incoming traffic forecasted by the Vendor (for forecasting requirements, see below) or as may be ordered by the Vendor, multiple WADS Switch Ports may be combined into a single virtual "trunk group."

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**6.1 Wholesale Audio-conference Delivery Service (Cont'd.)**

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**6.1.2.A.3** The WADS Port may be configured either with E&M, MF, or ISDN-PRI signaling, as may be specified by the customer.

**6.1.2.A.4** WADS Ports shall be billed on a usage-sensitive basis (per-minute of use basis). A non-recurring installation charge, as well as a fixed monthly recurring charge applies as set forth in 14.4 below.

**6.1.2.B WADS Shared Transport Element**

**6.1.2.B.1** The WADS Shared Transport Element represents the Company's intra-network trunking, including end office and tandem trunk ports, tandem switching, interoffice facilities between Company's switches, and central office routing tables. WADS Shared Transport may only be used in conjunction with a WADS Port

**6.1.2.B.2** WADS Shared Transport is provided for the "backhaul" of WADS traffic to a WADS Vendor location, via the Company's internal transmission network when Vendor is purchasing Company collocation services.

**6.1.2.B.3** If a WADS Vendor location is not collocated in a Company-owned or controlled collocation space, the Vendor must purchase dedicated transport to the Vendor's location (either from RNK or a third-party transport provider).

**6.1.2.B.4** If the WADS Vendor is collocated in the same Company facility where WADS switching is provided and no inter-building transport is required to route traffic, the WADS Shared Transport Element will not apply.

**6.1.2.B.5** WADS Shared Transport shall be billed on a usage-sensitive basis (per-minute of use basis). A non-recurring installation charge, as well as a fixed monthly recurring charge applies as set forth in 14.4 below.

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**6.1 Wholesale Audio-conference Delivery Service (Cont'd.)**

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**6.1.2.C Toll-Free Access Option**

**6.1.2.C.1** In addition to the Standard WADS serving arrangement, a Vendor may elect to provide to its end-users a toll-free "8XX" access number for some or all of its WADS arrangements.

**6.1.2.C.2** Unless otherwise provided herein, the rates, terms, and conditions of Toll Free service apply, as set forth in the applicable RNK intrastate tariff and/or FCC public disclosure for the Toll-Free service used.

**6.1.2.C.3** Toll free service may not be used for person to person, collect, conference or other calls requiring operator handling. Service may be furnished only when and for so long as the Customer subscribes to a sufficient number of access lines to adequately handle the volume of telephone calls received, without interfering with any of the services offered by the Company.

**6.1.2.C.4** The minimum service period for the Toll-Free Access Option is one month.

**6.1.3 Regulations**

**6.1.3.A** Subscriber connection to and transport of WADS calls on the network are furnished subject to the availability of facilities and the requirements of local exchange service.

**6.1.3.B** The Company will furnish, install and maintain the WADS access lines subject to the rates and charges specified in the Rates and Charges section following. The choice as to which central office in any geographic area will be used to serve WADS is in the sole discretion of the Company.

**6.1.3.C** The service will not be furnished where the proposed use of the service or facilities would potentially hamper the efficiency of the Company's plant, property or service. RNK Inc. may withdraw or temporarily suspend service from any Vendor forthwith if such hampering effects are experienced.

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**6.1 Wholesale Audio-conference Delivery Service (Cont'd.)**

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**6.1.3.D** Vendor shall provide RNK with regular forecasts, in a mutually approved format, regarding the number of minutes per month expected to be originated from different LATAs, countries, and/or cities and routed through its service, to enable RNK to configure optimum network arrangements and maintain required network capacity. RNK reserves the right to determine and/or limit the facilities it assigns to transport, switch, and route traffic for Vendor. RNK will use reasonable efforts to provide Vendor with advance notice of any limitation of the facilities it assigns to Vendor, but in no event shall it render less than twenty-four (24) hours notice. Vendor agrees to provide RNK with not less than thirty (30) days notice of any projected increase in traffic greater than twenty five percent (25%) to or from a particular destination over a particular interval.

**6.1.3.D.1** Customer understands that any delay or inaccuracy in forecasting will have a similar effect on RNK's provisioning additional capacity, and will directly diminish RNK's ability to accommodate Customer's Traffic. If Customer's ordered capacity exceeds such Customer's forecasts described above, and it is necessary for RNK to augment its network and/or its excess capacity to accommodate the orders, RNK shall treat such an order as a Special Construction and the terms, intervals, rates, and charges for Special Constructions set forth elsewhere in this Tariff shall apply in addition to the normal charges for the Service.

**6.1.3.D.2** Further, the Company shall not be responsible for call blocking which is the result of Customer's failure to order adequate transmission or switching capacity for the traffic volume generated by the Customer. Notwithstanding the above, the Company shall not be liable for lack of facilities or calls that cannot be completed, for whatever reason, except when due to willful misconduct of the Company.

**6.1.3.D.3** Moreover, RNK does not guarantee or warrant that other local exchange carriers and/or interexchange carriers will provide their local exchange customers with the ability to complete calls to a Vendor's numbers

**6.1.3.E** The Company will determine the number of billable minutes provided to a Vendor. Subsequent to the first 3 months of operation, each Vendor will be required to maintain at least two (2) active WADS Ports. If a Vendor fails to meet this minimum, after the initial start up period, the Company may terminate that Vendor's WADS access lines, or, at the Company's option, bill Vendor for the minimum required number of WADS Ports, irrespective of the number connected.

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**6.1 Wholesale Audio-conference Delivery Service (Cont'd.)**

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- 6.1.3.F** Upon complete termination of WADS service by a Vendor, telephone numbers assigned to the Vendor will not be reassigned for at least six (6) months, unless written notification is received from the immediately preceding Vendor or as may be provided by FCC (and NJBPU) numbering conservation rules.
- 6.1.3.G** The assignment of any particular telephone number for WADS is at the sole discretion of the Company and subject to availability.
- 6.1.3.H** Telephone Numbers provided pursuant to purchase of the Service are subject to availability within the Company's service territory and in accordance with state and federal regulatory laws and regulations. The Company reserves the right to limit the amount of such numbers that may point to any one main billing number. Customers have no ownership or other property right in any of the telephone numbers assigned to them and must give RNK notice and return dormant numbers within three (3) months of last use.
- 6.1.3.H.1** Further, RNK retains ability to retract such numbers and/or discontinue or modify the terms of this service with reasonable notice should this offering be rendered moot or removed, as per state and/or federal rules, laws, or administrative or judicial findings, or RNK find Vendor has not used numbers for a period of three (3) consecutive months.
- 6.1.3.I** All Vendors will be required to pay all installation charges set forth in the Rates and Charges section following prior to the connection of service, except when otherwise provided for by a term and/or volume commitment.
- 6.1.3.J** The Vendor shall indemnify and save the Company harmless against any and all claims, damages or other penalties associated therewith, arising from the conversations transmitted over facilities furnished hereunder, including but not limited to those for libel, and against all claims, damages or penalties arising out of any act or omission of the Vendor or of the calling party in connection with facilities provided by the Company.
- 6.1.3.K** The Vendor has exclusive responsibility and control over the content and characteristics of conversations conducted on the Vendor's teleconferencing equipment, and the Company assumes no liability for such conversations. In the event that conversations on Vendors' teleconferencing equipment are found to be unlawful, the Company reserves the right to refuse service or to terminate service in accordance with this tariff.
- 6.1.3.L** The Vendor is required to provide teleconferencing bridge equipment that will accommodate the number of WADS lines subscribed to by the Vendor.

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**6.1 Wholesale Audio-conference Delivery Service (Cont'd.)**

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**6.1.3.M** Company will not be responsible for Vendor's equipment losing power, except and unless such equipment is collocated in Company's collocation center, in which case applicable tariff or contract provisions apply.

**6.1.3.N** The Vendor agrees to cooperate fully with the Company in any investigation regarding unlawful use of the service.

**6.1.4 Service Rearrangements**

**6.1.4.A** Service Rearrangements, which may be classified either as simple or complex depending on the nature of the work required, the time consumed by the Company's technician(s), and/or the number of technician(s) required to meet the Vendor's request, will be billed on the Vendor's next monthly invoice via a non-recurring charge.

**6.1.4.B** Simple Rearrangements are moves, adds, or changes to the service (e.g., re-pointing of a toll-free number from one WADS inbound number to another) that generally can be accomplished in no more than 1 hour, require no more than 2 Company technicians' intervention, and are given "normal" priority in the technicians' work queue.

**6.1.4.C** Complex Rearrangements are moves, adds, or changes to the service for which expedited priority is requested, where completion is requested outside of normal company business hours, requires purchase of materials, requires construction, multiple personnel, or a greater than 1 hour labor commitment. An example of a complex rearrangement (but is not limited to such) would be the partial migration of some of a WADS Vendor's inbound lines from one piece of equipment to another.

**6.1.4.D** After receiving the request, the Company will provide a good faith estimate of completion time, charges, and preliminary classification of the request. The Company will make best efforts to adhere to its estimate. If the Company, finds that its original estimate is inadequate to perform the requested work (or that its original classification thereof is incorrect), the Company will contact the Customer and provide an updated estimate of time and charges.

**6.1.4.E** For Complex Rearrangements, the Company will, upon request, provide detail of all work completed and personnel involved to substantiate its final bill.

**6.1.4.F** In no event, however, should performance of a Vendor-requested Service Rearrangement constitute, or be construed as, a joint undertaking between Vendor and the Company or as evidence of joint venture or partnership.

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**6.1 Wholesale Audio-conference Delivery Service (Cont'd.)**

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**6.1.5 Billing Regulations**

**6.1.5.A** All Monthly recurring charges will be billed for the current month in advance. The first bill to the Vendor will also contain pro-rated monthly charges (either in advance or in arrears, depending on the date of the billing cycle in which the Vendor falls).

**6.1.5.B** All non-recurring installation charges will be assessed on the first bill to the Vendor and will be due and payable with the other charges on that bill.

**6.1.5.C** Payment for all undisputed amounts is due by wire or electronic transfer to RNK's designated financial institution no later than 4:00 p.m. ET on the due date indicated on the invoice. Recurring charges, set-up fees and charges for inbound usage will be billed monthly in arrears and are due three (3) days after the invoice posting date. Charges for usage based terminations are billed weekly in arrears and are due three (3) business days after invoice posting (i.e., close of business on the Wednesday following invoice issuance).

**6.1.5.C.1** Electronic transfer arrangements (i.e., ACH) will be made immediately upon Commencement of services.

**6.1.5.C.2** RNK will not be required to seek payment from Vendor's End Users prior to terminating the Vendor's service or pursuing any other remedies for nonpayment by Vendor. If Payment is not received by 4:00 p.m. on the due date, the Company reserves the right to suspend service without notice until payment is received.

**6.1.5.C.3** Late payments shall accrue simple interest at an interest rate of one and a half per cent (1.5%) per month or the maximum amount of interest which may be legally be charged, whichever is less. Interest charges shall be prorated on a daily basis for partial months, and on thirty (30) day month basis. Should payment not be made when due hereunder, in addition to actions outlined in this Agreement, RNK may draw on any payment security that may be required hereby to cover any deficiency, if applicable, or require such be provided. RNK will compute all charges herein exclusive of any applicable federal, state or local use, universal service fund, excise, gross receipts, sales and privilege taxes, duties, fees or similar liabilities ("Additional Charges").

**6.1.5.C.4** Unless Vendor provides RNK with a properly executed Certificate of Exemption for all foreign, federal, state, country, and local taxes and fees (if any), Vendor shall pay such Additional Charges in addition to all other charges provided for herein.

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**6.1 Wholesale Audio-conference Delivery Service (Cont'd.)**

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**6.1.5.D Usage-Sensitive Charges**

**6.1.5.D.1** Usage-sensitive charges for inward minutes of use, shared transport and/or toll-free usage are based on the actual usage of Parties' facilities. Such charges are measured as set forth in 6.6.5.4.C below. Unless otherwise specified herein, the minimum call duration for invoicing purposes shall be a one (1) minute minimum initial period and usage is rounded to the next higher one (1) minute increment after the initial period.

**6.1.5.D.2** RNK will invoice for Services on a weekly basis, on the first business day after, and for, the preceding Monday through Sunday usage. Invoices will be sent by email, facsimile or overnight delivery. The invoice shall be deemed received on the date of transmission if by email or a facsimile confirmation if sent by facsimile or, if sent by overnight delivery, on the date after it is so sent.

**6.1.5.D.3** Usage measurement will commence when the telephone user sends the first supervisory signal, and answer supervision is sent by the Company's terminal, creating a continuous two-way path to Vendor's equipment. For all terminating usage, measurement will end when the Company's terminal sends disconnect supervision. Where disconnect supervision is not available, timing ends when the call is released by automatic timing in the network, and/or when the appropriate call release messages are received or sent by that Party.

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**6.1 Wholesale Audio-conference Delivery Service (Cont'd.)**

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**6.1.6 Rates and Charges**

	Non-Recurring Charge	Monthly Recurring Charge	Usage-Sensitive Charge, per minute
WADS Port Capacity, Per Inbound DS1	\$ 500.00	\$420.00	
WADS Port Capacity, Per Inbound DS1 (Multistate Discount—Minimum in- service quantity in the states of MA, NY, NH, RI of 84 DS-1s )	Waived	\$300.00	
WADS Port Inbound Usage, per minute of use			\$0.024
WADS Port Inbound Usage, per minute of use (Multistate Discount—Minimum in- service quantity in the states of MA, NY, NH, RI of 84 DS-1s )			Waived
WADS Shared Transport, per minute of use			\$0.0005
WADS Shared Transport, per minute of use (Multistate Discount—Minimum in- service quantity in the states of MA, NY, NH, RI of 84 DS-1s )			Waived
Service Rearrangements, per occurrence			
-simple	\$ 50.00		
-complex		Time and materials, based on standard hourly labor rate	

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**6.2 RNK Conference Calling Pro™ Service**

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**6.2.1 General**

RNK Conference Calling Pro Service ("Service") is a retail service that furnishes a voice telecommunications service, including trunk-side switching and transmission functionality between a calling station and one or more called stations when at least one of the called stations is located at a different site than the calling station. The Service requires a teleconferencing bridge port for each called station. At any time prior to the conference call, a conference call is initiated by calling the local or toll-free (i.e., "800") reservation number provided by the Company.

Intrastate communications provided in the course of the Service is provided via this Section of the Tariff. Any references to interstate communications in this section are made for informational purposes only. Interstate portion(s) of the Service are provided subject to the rates, terms, and conditions contained in the Company's FCC Public Disclosure.

**6.2.2 Service Options**

Participants may access this service either through a designated dial-in number or a toll-free (i.e., "800") number. Rates vary depending on Customer's monthly minutes of usage, and type of service chosen. Rates do not include state or federal tax, or state or federal USF or TRS, which, if applicable, will be added separately. For applicable rates, see section 6.6A, below.

The service will only be available to Customers who have pre-enrolled with the Company. Upon enrollment, Customers must present a valid credit card number.

**6.2.3 Description of Service Plan and Features****6.2.3.A RNK Conference Calling Silver Pro**

**6.2.3.A.1** Participants may access a conference call 24 hours a day, 7 days a week through the use of a designated dial-in number and access code. Through this service participants gain access to a conference call anywhere and anytime with other participants who have used the same access code. No reservation is needed after initial set-up. Customers are billed for their exact usage only, rounded up to the nearest minute. Customers pay per minute charges for each individual participant dialing the local access number or toll free number (including, as specified below, any additional rates for participants using toll-free access) and using the predetermined access code.

**6.2.3.A.2 Features of Conference Calling Silver Pro:**

- Provision of a 7-digit access code to access the conference;
- Ability to have up to 50 participants;
- Entry and Exit Chimes;
- No minimum requirement for usage or number of calls.

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**6.2 RNK Conference Calling Pro™ Service (cont'd)**

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**6.2.3.B RNK Conference Calling Gold Pro**

RNK Conference Calling Gold Pro contains all of the features of, and is used in an identical manner to RNK Conference Calling Silver Pro, but with the following differences/additional features.

- Provision of a 10-digit access code to access the conference;
- The ability to have up to 100 participants;
- The ability to schedule conferences using RNK's online Account Manager, which shall include: scheduling conferences from any web-enabled computer; creating an Address Book of conference participants; keeping a calendar of scheduled conferences; and maintaining account information 24 hours a day/7 days a week.
- The ability to designate a "Facilitator" for each conference call. A Facilitator is an end-user who is empowered with the following additional capabilities::
  - Conference Room Lock—prevent additional participants from joining the Conference;
  - Mute Participant—the ability to stop a participant from being heard;
  - Broadcast Messaging—the ability for the Facilitator to make an announcement to all conference participants, overriding any other conversations on the call; and
  - Facilitator Start and End—the ability to open or close the bridge on command;
- "Sidebar" Conference Function
  - This allows two people to break away from the main conference and have a private conversation. Only people who have been given permission by the Facilitator can create a sidebar conversation. This is done by dialing a code and then entering the "private" number of the conference participant with whom they wish to speak. This feature is only available in the Gold PRO service.
- Extended User Privileges
  - The Facilitator has the ability to "delegate" extended privileges to other Conference Users when setting up a conference call. The following functions may be delegated by the Facilitator:
    - Facilitator Start and End
    - Conference Room Lock
    - Broadcast Messaging

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**6.2 RNK Conference Calling Pro™ Service (cont'd)**

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**6.2.4 Application of Rates and Charges**

**6.2.4.A** Rates are per minute per individual participant and vary according to Customer's monthly minutes of usage. Further, rates vary depending on the service option chosen, and whether the service is accessed via a local access number, via a toll-free number, or whether Monthly Unlimited Service Option is chosen. Per-minute rates for participants are billed to the Customer—the person whose billing and payment information are used in order to schedule the conference.

**6.2.4.A.1** Rates do not include state or federal tax, or state or federal USF or TRS, which, if applicable, will be added separately

**6.2.4.B** Charges for usage of the service will be billed in arrears to the credit card provided upon enrollment. If monthly usage exceeds \$200.00, the Customer may be required to provide a deposit or some other form of financial security for all or a portion of accrued and/or anticipated charges.

**6.2.4.C** In certain instances, the Customer or other conference participants may be subject to local telephone company charges, long distance company charges, message unit charges, wireless airtime charges, or other surcharges from their telephone service provider, CMRS service provider, or other voice service provider, to access the Conference Calling Pro Service. The Company is not responsible for any such charges incurred by customer or other conference participants in gaining access to Company's service.

**6.2.4.D Monthly Billing (Unlimited) Option**

In lieu of a per-minute charge, customers may choose the Monthly Billing (Unlimited) Option. For either (Silver or Gold) package, this allows a maximum of 10 (or in the case of Conference Calling Gold, 25) participants to use the service for an unlimited number of minutes in a month. Toll-free access is NOT provided with the Monthly Billing option. The Monthly Billing Option recurring charge will be billed in advance.

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6.2 **RNK Conference Calling Pro™ Service (cont'd)**

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6.2.5 Rates and Charges

	<u>Rate</u>
<b>RNK Conference Calling Silver Pro</b>	
Initial Set-up charge:	\$ -
Monthly Recurring Fee(Unlimited usage Option)	\$ 49.99
Per minute of use, per participant, when accessed through a standard 10-digit access number	\$ 0.05
Additional per minute, per participant, when participant accesses conference via toll free number	\$ 0.03
<b>RNK Conference Calling Gold Pro</b>	
Initial Set-up charge:	\$ -
Monthly Recurring Fee(Unlimited Option)	\$ 89.99
Per minute of use, when accessed through a standard 10-digit access number	\$ 0.10
Additional per minute, per participant, when participant accesses conference via toll free number	\$ 0.03

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**6.3 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI)**

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**6.3.1 General**

Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) is a central office-based service arrangement that is an alternative for individual access services, such as Direct Inward Dialing (DID), Direct Outward Dialing (DOD), Toll-free services, and local business trunks.

**6.3.2 Method of Provisioning—Standard Option**

ISDN-PRI is provisioned on a clear channel 1.544 Mbps facility and uses the ISDN architecture of 23 “B” channels and one “D” channel or 24 “B” channels to provide the customer with the capabilities of simultaneous access, transmission and switching of voice, data, and imaging services via channelized transport.

**6.3.3 Capabilities—Standard Option**

ISDN-PRI provides the capability to transport customer information in the form of circuit or packet (as in 6.5.9, below)-switched voice or data up to 64 Kbps over any “B” channel. One “D” channel can control up to 20 PRI trunks. In these cases, a single “D” channel in one ISDN-PRI trunk handles all signaling and control functions of the other trunks in the arrangement, which allows supplemental trunks to consist of 24 “B” channels.

**6.3.4 Regulations**

**6.3.4.A** ISDN-PRI service is available from serving central offices equipped with the necessary “clear channel” facilities to provide ISDN-PRI service. Feature availability and service capabilities are dependent on the facilities and the digital technology providing the service

**6.3.4.B** Customer Provided Equipment (CPE) must be NI-2 compliant. Any CPE that requires custom switch features not supported in the NI-2 specification may be supported as an exception and priced on an individual case basis. Custom ISDN features based in specific switch types may be provided on an individual case basis.

**6.3.4.C** The service is available from central offices that have the necessary facilities to provide ISDN-PRI service and the customer’s serving wire center is ISDN-PRI capable.

**6.3.4.D** When a customer’s serving office is not suitably equipped and the customer chooses to subscribe to ISDN-PRI Service from another Company-designated central office, the customer will utilize the dialing plan associated with the designated central office.

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**6.3 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) (cont'd)**

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**6.3.4.E** This section provides for PRI switching capabilities only and additional services must be subscribed to under separate sections of this tariff. Each ISDN-PRI trunk group is provided with one telephone number per channel.

**6.3.5 Term and Termination**

**6.3.5.A** Customers under contract who disconnect PRI services before the expiration of the contract period, shall pay an early termination liability charge equal to the monthly rate times the number of months remaining in the contract.

**6.3.5.B** During the initial contract period, the customer may add PRI services at the same monthly rate specified in the customer's original contract.

**6.3.5.C** If a customer discontinues other services provided by the Carrier and establishes ISDN-PRI that utilizes the same facilities, the non-recurring charge associated with the PRI facilities will be waived for the same quantity replaced by the ISDN-PRI facilities. The non-recurring charges associated with the ISDN-PRI access portion of the new service applies in all instances.

**6.3.5.D** The PRI Subsequent Activity Charge (SAC) is applicable for any changes to customer configurations after the initial installation. The SAC is applicable per occurrence, not based on the number of trunks.

**6.3.6 PRI Features**

**6.3.6.A** "D" Channel Back-Up automatically takes over for a failed "D" channel in case of trouble. This may be subscribed to as part of a 23B+D Channel Back-Up arrangement.

**6.3.6.B** Call-by-Call Service Selection provides an option to the dedicated channel configuration by allowing channels to be configured to access multiple services on a per call basis. With this feature, separate facilities are not required for individual services, such as DID, DOD, toll-free services, and local switched access lines.

**6.3.6.C** Clear Channel capability allows the customer to transport 64 Kbps over the PRI channels with no constraint on the quantity or sequence of bits using the "Bipolar with Eight Zero Substitution" method of providing bit sequence independence.

**6.3.6.D** Non-Facility Associated Signaling (NFAS) allows the D-channel signaling entity to assign calls to channels on more than one interface (including the one containing the D-channel). The collection of these B-channels and the controlling D-channel is called a PRI group. Up to 20 DS1 facilities can be assigned to a PRI group.

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**6.3 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) (cont'd)**

**6.3.7 PRI Port Service**

**6.3.7.A General**

In lieu of ordering a complete bundled service (i.e. PRI Port with connection to the PSTN and a dedicated transport facility to a customer premise), the Customer has the option of purchasing the switch-based portion of this service (including, but not limited to, PRI switch port, DID numbers, blocking features and desired directionality of service) as a stand-alone service.

In this case, service will connect the PSTN via the Company's terminal (e.g. DSX, DACS, or multiplexing equipment). It will be the responsibility of the Customer to provide dedicated transport to the customer premises, or to the Customer's collocation facility. On Company-owned equipment, the Company shall determine, at its sole discretion, connecting facility.

The Port-Only Service Option, when configured to be inward-only (DID) or bi-directional, depending on the Option ordered, may be furnished with an initial block of one hundred (100) DID numbers included in with the service. The Customer may also add single DID numbers for rating points other than the "home" rating point. Statewide DID Service (i.e., one DID per rate center in each New York LATA in which the Company offers local service) may also be available. Rates and Charges apply as set forth in Section 7.2.6.10, below. Rates and Charges apply as set forth in Section 7.2.6.10, below

If the Customer chooses to utilize a third-party transport provider, the Customer shall notify the Company at the time service is ordered. Special Construction Charges may apply in this instance.

(\*)Section 6.3.8, previously appearing on this page, is now is located on Page 46.15.3

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- 6.3 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) (cont'd)
- 6.3.7 PRI Port Service (cont'd)

**6.3.7.B SIP Transport Option**

The SIP Transport Option provides an ISDN-PRI connection, as described earlier in this Section to a Customer Premises via a packet-switched network connection, as opposed to a dedicated physical transport facility.

**6.3.7.B.1 Regulations and Customer Obligations**

In addition to the regulations and obligations contained heretofore in this Section 6.3.7, the customer, upon ordering of service, is responsible for obtaining and maintaining the appropriate customer premises equipment required to operate the service. Customers desiring special network configurations and the like may incur Special Construction charges, as determined in accordance with this Tariff.

The Company will not be responsible for service outages and/or impairments that are due to improperly configured or inappropriate customer premises equipment, nor is the Company responsible for outages or impairments due to factors including, but not limited to, internet traffic congestions, IP routing failures, etc. for portions of the transport route not owned, operated or maintained by the Company.

The Company does not warrant the service quality or reliability of this service. It is the Customer's responsibility to ensure adequate redundancy and/or emergency backup connections.

This service option is offered where network facilities and conditions permit, as determined by the Company.

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- 6.3 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) (cont'd)  
6.3.7 PRI Port Service (cont'd)

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#### 6.3.7.C Port-Only Service Billing Options

There are several different billing options, depending on the transmission level of the hand-off, and/or the ordering increment.

- 6.3.7.C.1** Option “A” is a flat-rated option with a DS-1 level port, with a flat-rate monthly charge per DS-1 of switching capacity. There is no additional charge for inbound usage. The initial quantity of DID numbers is included, along with, at the customer’s option, Statewide DID Service, without any additional charge. Additional DID numbers may be purchased on a per-DID basis.
- 6.3.7.C.2** Option “B” is billed on a per-DID number basis, along with an inbound usage charge.
- 6.3.7.C.3** Option “C” is a flat-rated option with a DS-3 level port, with a flat-rate monthly charge per DS-3 (or pro-rated for a fractional DS-3) of switching capacity. There is no additional charge for inbound usage. The initial quantity of DID numbers is included, along with, at the customer’s option, Statewide DID Service, without any additional charge. Additional DID numbers may be purchased on a per-DID basis.
- 6.3.7.C.4** Option “D” is a flat-rated option with a DS-3 level port, with a flat-rate monthly charge per DS-3 (or pro-rated for a fractional DS-3) of switching capacity. There is no additional charge for inbound usage. DID numbers may be purchased on a per-DID basis.
- 6.3.7.C.5** Option “E” is a flat-rated option with a OC-12 level transmission facility (purchased from a third-party transport provider) with a flat-rate monthly charge per DS-3 (or pro-rated for a fractional DS-3) of switching capacity. There is no additional charge for inbound usage. The initial quantity of DID numbers is included, along with, at the customer’s option, Statewide DID Service, without any additional charge. Additional DID numbers may be ordered on a per-DID basis.

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6.3 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) (cont'd)  
 6.3.7 PRI Port Service (cont'd)  
 6.3.7.C Port-Only Service Billing Options (cont'd)

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**6.3.7.C.6** Each of these billing options may be further discounted based on a volume-based commitment, defined as follows:

	Port-Only Service Billing Option A - DS1 Handoff (Per DS1)	Port Only Service Billing Option B (Per DID)	Port-Only Service Billing Option C - DS3 Handoff (Per DS3 or pro-rated to fraction thereof)	Port-Only Service Billing Option D - DS3 Handoff (Per DS3)	Port-Only Service Billing Option E - OC12 Handoff (Per DS3)
Level 1	1-3	1+	1-6	1+	1+
Level 2	4-7	N/A	7-12	N/A	N/A
Level 3	7-10	N/A	13-20	N/A	N/A
Level 4	12-16	N/A	20+	N/A	N/A
Level 5	17+	N/A	N/A	N/A	N/A

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**6.3.8** Rates for ISDN PRI Service appear in 6.3.9, below. Local outbound usage calling rates will apply in a similar fashion as for Basic Business Line Service, as described in Section 5.2 above. Outbound Presubscribed IntraLATA toll usage rates, may also apply. Message Rate ISDN PRI Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

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(\* Section 6.3.8 previously appeared on Page 43.15.

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**6.3 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) (cont'd)**

**6.3.9 Rates and Charges**

	<u>Rate if ordering Standard Option</u>	(x)	(x)
Nonrecurring Connection Charge (per PRI port):	\$ 1000.00		
Monthly Recurring Charges:			
ISDN PRI Switch Port: (Standard or Port Only Options)			
-per PRI port installed, configured as DID, DOD or DID/DOD \$	500.00		
DID Number Blocks (Standard Option)			
-Per 10 DID station numbers \$	3.00		
-Per 100 DID station numbers \$	30.00		
-Per 1 Foreign Access Number \$	5.99		
DID Blocks (PRI Port Service Option)			
Non-Recurring Charge (per DID) N/A			
Monthly Recurring Charge N/A			
Inbound Usage (per minute of use) N/A		(x)	(x)

(x) Indicates material now included in expanded pricing matrix located on Page 46.17.

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6.3 Integrated Services Digital Network (ISDN) – Primary Rate Interface (PRI) (cont'd)  
 6.3.9 Rates and Charges (cont'd)

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	Port-Only Service Billing Option A - DS1 Handoff (Per DS1)	Port Only Service Billing Option B (Per DID)	Port-Only Service Billing Option C - DS3 Handoff (Per DS3 or pro-rated to fraction thereof)	Port-Only Service Billing Option D - DS3 Handoff (Per DS3)	Port-Only Service Billing Option E - OC12 Handoff (Per DS3)
<u>Nonrecurring Charge (Waived with &gt;12 month Commitment):</u>	\$500.00	\$4.00	\$1,000.00	\$1,000.00	ICB
<u>Monthly Recurring Charges-Facility:</u>					
Volume Level 1	\$420.00	N/A	\$3,000.00	\$2,000.00	\$541.57
Volume Level 2	\$350.00	N/A	\$2,700.00	N/A	N/A
Volume Level 3	\$290.00	N/A	\$2,300.00	N/A	N/A
Volume Level 4	\$250.00	N/A	\$1,800.00	N/A	N/A
Volume Level 5	\$125.00	N/A	N/A	N/A	N/A

DID Numbers:

	Includes Statewide DID Set		Includes Statewide DID Set		Includes Statewide DID Set
Per DID		\$1.30		\$0.05	
Additional DIDs					
1-2500	\$0.40	N/A	\$0.40	N/A	\$0.40
2501-5000	\$0.20	N/A	\$0.20	N/A	\$0.20
5001+	\$0.10	N/A	\$0.10	N/A	\$0.10
Usage Charge (per minute of use)	N/A	\$0.007	N/A	N/A	N/A

Volume Commitment Definitions

Level 1	1-3	N/A	1-6	1+	1+
Level 2	4-7	N/A	7-12	N/A	N/A
Level 3	7-10	N/A	13-20	N/A	N/A
Level 4	12-16	N/A	20+	N/A	N/A
Level 5	17+	N/A	N/A	N/A	N/A

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**6.4 RNK Digital Trunk Port Service**

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**6.4.1 Description**

In lieu of ordering a complete bundled service (i.e. Switch Port with connection to the PSTN and a dedicated transport facility to a customer premise) the Customer has the option of purchasing the switch-based portion of this service (including, but not limited to, message rate DS1 switch port, DID numbers, blocking features and desired directionality of service) as a stand-alone service.

In this case, service will connect the PSTN to the Company's terminal (e.g. DSX, DACS, or multiplexing equipment). It will be the responsibility of the Customer to provide dedicated transport to the customer premises, or to the Customer's collocation facility. On Company-owned equipment, the Company shall determine, at its sole discretion, connecting facility assignments.

The Port-Only Service Option, when configured to be inward-only (DID) or bi-directional, depending on the Option ordered, may be furnished with an initial block of one hundred (100) DID numbers included in with the service. The Customer may also add single DID numbers for rating points other than the "home" rating point. Statewide DID Service (i.e., one DID per rate center in each New York LATA in which the Company offers local service) may also be available. Rates and Charges apply as in Section 6.4.4, below.

If the Customer chooses to utilize a third-party transport provider, the Customer shall notify the Company at the time service is ordered. Special Construction Charges may apply in this instance.

**6.4.2 Service Billing Options**

There are several different billing options, depending on the transmission level of the hand-off, and/or the ordering increment.

**6.4.2.A** Option "A" is a flat-rated option with a DS-1 level port, with a flat-rate monthly charge per DS-1 of switching capacity. There is no additional charge for inbound usage. The initial quantity of DID numbers is included, along with, at the customer's option, Statewide DID Service, without any additional charge. Additional DID numbers may be ordered on a per-DID basis.

**6.4.2.B** Option "B" is billed on a per-DID number basis, along with an inbound usage charge.

**6.4.2.C** Option "C" is a flat-rated option with a DS-3 level port, with a flat-rate monthly charge per DS-3 (or pro-rated for a fractional DS-3) of switching capacity. There is no additional charge for inbound usage. The initial quantity of DID numbers is included, along with, at the customer's option, Statewide DID Service, without any additional charge. Additional DID numbers may be purchased on a per-DID basis.

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**6.4 RNK Digital Trunk Port Service (cont'd)**

**6.4.2 Service Billing Options (cont'd)**

**6.4.2.D** Option "D" is a flat-rated option with a DS-3 level port, with a flat-rate monthly charge per DS-3 (or pro-rated for a fractional DS-3) of switching capacity. There is no additional charge for inbound usage. DID numbers may be purchased on a per-DID basis.

**6.4.2.E** Option "E" is a flat-rated option with a OC-12 level transmission facility (purchased from a third-party transport provider) with a flat-rate monthly charge per DS-3 (or pro-rated for a fractional DS-3) of switching capacity. There is no additional charge for inbound usage. The initial quantity of DID numbers is included, along with, at the customer's option, Statewide DID Service, without any additional charge. Additional DID numbers may be bought on a per-DID basis.

**6.4.2.F** Each of these billing options may be further discounted based on a volume-based commitment, as illustrated in 6.4.4, below.

**6.4.3 Application of Recurring and Nonrecurring Charges**

**6.4.3.A** Rates for Digital Trunk Port Service appear in Section 6.4.4, below.

**6.4.3.B** Where appropriate facilities do not exist, Special Construction charges will also apply.

**6.4.3.C** Volume Commitment Levels are defined as follows:

	Billing Option A - DS1 Handoff (Per DS1)	Billing Option B (Per DID)	Billing Option C - DS3 Handoff (Per DS3 or pro-rated to fraction thereof)	Billing Option D - DS3 Handoff (Per DS3)	Billing Option E - OC12 Handoff (Per DS3)
Level 1	1	1+	1-6	1+	1+
Level 2	2-6	N/A	7-12	N/A	N/A
Level 3	7-10	N/A	13-20	N/A	N/A
Level 4	14+	N/A	20+	N/A	N/A

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6.4 RNK Digital Trunk Port Service (cont'd)

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6.4.4 Rates and Charges

Digital Trunk Service	Billing Option A - DS1 Handoff (Per DS1)	Billing Option B (Per DID)	Billing Option C - DS3 Handoff (Per DS3 or pro-rated to fraction thereof)	Billing Option D - DS3 Handoff (Per DS3)	Billing Option E - OC12 Handoff (Per DS3)
<u>Nonrecurring Charge (Waived with &gt;12 month Commitment):</u>	\$500.00	\$4.00	\$1,000.00	\$1,000.00	ICB
<u>Monthly Recurring Charges-Facility:</u>					
Volume Level 1	\$400.00	N/A	\$3,000.00	\$2,000.00	\$541.57
Volume Level 2	\$300.00	N/A	\$2,700.00	N/A	N/A
Volume Level 3	\$200.00	N/A	\$2,300.00	N/A	N/A
Volume Level 4	\$125.00	N/A	\$1,800.00	N/A	N/A
<u>DID Numbers:</u>					
Per DID	Includes Statewide DID Set	\$1.30	Includes Statewide DID Set	\$0.05	Includes Statewide DID Set
<u>Additional DIDs</u>					
1-2500	\$0.40	N/A	\$0.40	N/A	\$0.40
2501-5000	\$0.20	N/A	\$0.20	N/A	\$0.20
5001+	\$0.10	N/A	\$0.10	N/A	\$0.10
Usage Charge (per minute of use)	N/A	\$0.007	N/A	N/A	N/A
<u>Volume Commitment Definitions</u>					
Level 1	1	N/A	1-6	1+	1+
Level 2	2-6	N/A	7-12	N/A	N/A
Level 3	7-10	N/A	13-20	N/A	N/A
Level 4	14+	N/A	20+	N/A	N/A

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**6.5 Phone Number Bank® / MyTempNumber®****6.5.1 General**

Phone Number Bank® and MyTempNumber® are services (collectively, “the Services”) at enable customers to redirect calls to the numbers associated with the respective services (“Service Number”) to the number of their choosing (“Destination Number”). The principal distinction between the services is that Phone Number Bank is provisioned solely with a telephone number that the Customer “ports in” to the Company from another Service Provider (or transfers from another Company-provided service), whereas MyTempNumber is provisioned utilizing Company-provided telephone numbers (i.e., no ported-in numbers.)

**6.5.2 Common Regulations**

**6.5.2.A** By using the Services, Customer certifies that it has authorization to re-direct calls to the Destination Number. The Company may suspend or terminate any of the Services it believes, in its reasonable judgment, is being used to re-direct calls to an unwilling third-party’s number, or for any annoying or harassing purposes.

**6.5.2.B** By default, telephone numbers assigned to the Services are not listed in a telephone directory. Directory listings are provided in accordance with the Company’s tariffs.

**6.5.2.C** The Services are offered on a calendar-month basis, for an initial term that begins on the date that the Services are activated and ends on the last day of the calendar month of activation. Subsequent service terms automatically renew on a monthly basis unless Customer gives the Company notice of non-renewal at least ten [10] days before the end of the monthly term in which the notice is given.

**6.5.2.D** If the Services are terminated prior to the end of a monthly term, the Customer will be responsible for the full month’s charges to the end of the then-current term and any and all outstanding charges.

**6.5.2.E** The Services are intended for individual end-users only, and assume average individual usage patterns. RNK reserves the right to monitor and investigate usage for exceptions to such patterns and for abuse of the Services (e.g., business usage, such as excessive usage reflected in monthly minutes (e.g. 500 minutes or more in a 30 day period) of use or unusually high volumes of calls placed to varying telephone numbers), and may take steps to prevent such abuse, including suspension and/or termination of the Services.

**6.5.2.F** The Customer must not use the Services in such a manner to cause or attempt to cause excessive traffic levels on RNK’s network, or other networks to rise for malicious purposes, transmissions intended to raise the cost of another network provider’s access through excessive traffic levels, or repeatedly causing traffic to be sent for the purpose of fraud, telemarketing, or harassment.

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**6.5 Phone Number Bank® / MyTempNumber® (cont'd)**  
**6.5.2 Common Regulations (cont'd)**

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**6.5.2.G** The Services are not to be used by customers to fraudulently avoid toll charges. If a customer is using this service as a scheme to fraudulently avoid toll calling charges, the Company reserves the right to disconnect the service immediately.

**6.5.2.H** In the case of either of the Services, there is no ability to place outbound calls and the Customer should maintain another active service line for outgoing and/or emergency calls.

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**6.5 Phone Number Bank® / MyTempNumber® (cont'd)**

**6.5.3 Phone Number Bank®**

**6.5.3.A Description**

Phone Number Bank (“PNB” or “PNB Service”) is a service that enables customers to re-direct telephone calls from a ported-in telephone number, to a third-number or voice mailbox of their choosing. Upon ordering for the service, the Customer’s active telephone number is ported via Local Number Portability to the Company. Once this is complete, the service will be activated, permitting the customer the choice to direct calls that are dialed to the Service Number to the Destination Number and/or a voice mailbox. The Customer may change the Destination Number via an internet web page.

**6.5.3.B PNB-Specific Regulations**

**6.5.3.B.1** The Customer shall complete a valid letter of authorization (“LOA”) authorizing the Customer’s local service provider to port the Customer’s telephone number to RNK and that PNB Service will not be activated until such time as the porting-in process is complete. RNK has no control over, and is not responsible for, delays in number portability caused by, or attributable to, the Customer’s local service provider.

(a) For avoidance of doubt, Customers may, at termination of service, “port-out” their Service Number to another service provider.

**6.5.3.B.2** Customer understands it retains the responsibility to cancel any service associated with the Customer’s transferred number (from Customer’s previous local service provider), and to confirm that it was cancelled upon transfer of the number to Phone Number Bank (if intended to be cancelled), and to pay for any and all charges associated therewith.

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**6.5 Phone Number Bank® / MyTempNumber® (cont'd)**

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**6.5.4 My Temp Number®**

**6.5.4.A Service Description**

My Temp Number (“MTN” or “MTN Service”) is a service that enables customers to re-direct telephone calls from an assigned (i.e., non-ported) telephone number or to a third-number or voice mailbox of their choosing, similar to a find-me-follow-me service. Upon ordering MTN, the Customer will be assigned a 10-digit telephone number as their MTN Service Number. Calls placed to the MTN Service Number will be automatically re-directed to the Destination Number and/or a voice mailbox. The Customer may change the Destination Number via an internet web page.

**6.5.4.B MTN-Specific Regulations**

**6.5.4.B.1** Customers may not “port-in” numbers to MTN Service. Rather, such customers should order Phone Number Bank service instead. See Section 6.9.3, above. Notwithstanding the above, there is no restriction on “outward” number portability of MTN Service telephone numbers, upon termination of MTN Service

**6.5.4.B.2** MTN Service is available through Company-designated sales agents.

**6.5.4.C Service Levels**

There are two service levels of MTN Service: MTN Basic and MTN Premium.

**6.5.4.C.1** MTN Basic offers the basic capabilities of the Service (i.e., assigned Service Number, call re-direction, and access to the web configuration portal)

**6.5.4.C.2** MTN Premium consists of the MTN Basic Service, plus the following features:

- (a) Call Blocking: Block calls from anonymous callers and unknown private numbers
- (b) Do Not Disturb: Send all incoming calls directly to voicemail.
- (c) Find Me Follow Me: Forward calls to as many as three other phone numbers. Find Me Follow Me will call the designated phone numbers in the order that Customer chooses, or simultaneously, trying to ‘find’ them.
- (d) Call Censor: Redirect calls dialed from a specific number or numbers to a different Destination Number.

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6.5 Phone Number Bank<sup>®</sup> / MyTempNumber<sup>®</sup> (cont'd)  
 6.5.4 My Temp Number<sup>®</sup> (cont'd)  
 6.5.4.C Service Levels (cont'd)

- (e) Smart Caller ID: Identify (on the station attached to a Customer's Destination Number) whether the incoming call is dialing an Customer's Service Number or Destination Number. (where technically available, Customer must have all compatible CPE and services ordered from the service provider associated with the Destination Number, not included with MTN service.)
- (f) Privacy List: Customers can schedule "private time" when they only want to receive calls from a designated list of phone numbers. All other calls are sent directly to voicemail.
- (g) Voicemail: Enable or disable a customized voice message that your End Users record, for incoming callers to their temporary number. Voicemail is accessible by phone, web or email.

6.5.5 Rates and Charges

<u>Service</u>	<u>Plan Name</u>	<u>Non Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Phone Number Bank <sup>®</sup>		\$29.99	\$9.99
MyTempNumber <sup>®</sup>	Basic	N/C	\$1.99 (R)
MyTempNumber <sup>®</sup>	Premium	N/C	\$1.99 (R)

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**6.6 Direct Inward Dial (DID) Service**

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**6.6.1 Description**

DID Service provides a Customer with a voice-grade telephonic communications channel to receive incoming calls to telephone numbers assigned to the Customer. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment. Outbound calling, including but not limited to E911 service, is not provided with DID service.

**6.6.2 Regulations**

**6.6.2.A** Telephone Numbers provided pursuant to purchase of the Service are subject to availability within the Company's service territory and in accordance with state and federal regulatory laws and regulations. The Company reserves the right to limit the amount of such numbers that may point to any one main billing number. Customers have no ownership or other property right in any of the telephone numbers assigned to them and must give RNK notice and return dormant numbers within three (3) months of last use.

**6.6.2.B** Further, RNK retains ability to retract such numbers and/or discontinue or modify the terms of this service with reasonable notice should this offering be rendered moot or removed, as per state and/or federal rules, laws, or administrative or judicial findings, or RNK determines Customer has not used numbers for a period of three (3) consecutive months.

**6.6.2.C** Moreover, in order that the Company may efficiently manage its number resources, the Company reserves the right to limit the quantity of DID numbers assigned to a Customer at any time.

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6.6 Direct Inward Dial (DID) Service (cont'd)

6.6.3 Rates and Charges

Transport

	Monthly Recurring Charge	Non-Recurring Charge (Waivable on 12 months or greater commitment)
Per DS-1	\$ 350.00	\$ 500.00
Per DS-3 (*)	\$ 3,500.00	\$ 1,000.00

(\*) Fractional DS-3's will incur a proportional fraction of the Monthly Recurring Charge

DID Pricing

Volume Commitment (# of DIDs)	Monthly Recurring Charge (Per DID)	Non-Recurring Charge (Per DID, Waivable on 12 months or greater commitment)	Usage Charge (per inbound minute of use)
None	\$ 1.00	\$ 1.00	\$ 0.0070
1-10	\$ 0.50	\$ 0.50	\$ 0.0050
11-20	\$ 0.25	\$ 0.25	\$ 0.0039
21-30	\$ 0.20	\$ 0.20	\$ 0.0029
31+	\$ 0.20	\$ 0.20	\$ 0.0025

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**SECTION 7 – RNK Broadband Voice Services (cont'd)**  
**7.2 Regulations, Terms, and Conditions of Service**

- 7.2.1 All Florida PSC regulations pertaining to residential and business billing, termination of service, and obligations of both the Company and Customer of this tariff apply to the provision of this service, as modified by any additional regulations in this Section 7.
- 7.2.2 All features and capabilities of this service are subject to availability, class of service, suitability of customer's broadband connection and sufficiently available bandwidth at the time of attempted use by the Customer.

The Customer, by use of this service, acknowledges that the service is provided over an Internet Protocol (IP) network. The customer is solely responsible for providing the broadband connection needed to access this service and the power (electricity) required. The Company makes no warranty or guarantee regarding the quality, availability, or security of the communications over the broadband portions of the Company's service or power.

- 7.2.3 Calls to pay-per-call services, such as 500, 700, 900, and 976 cannot be completed using this service. Air to ground and high seas service may not be completed.
- 7.2.4 The Company may, without notice, (consistent with applicable PSC regulations) block traffic to local telephone exchanges ("NXX exchanges") individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) the use of service in violation of this tariff; or (3) network blockage or the degradation of service furnished to the Customer or other Customers.
- 7.2.5 If the Company determines that the customer's usage in any way violates the restrictions of this service (including, but not limited to misrepresentation of the customer's class of service), RNK may suspend or terminate the customer's service, in accordance with PUC Regulations or as otherwise may be authorized.

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SECTION 7 – RNK Broadband Voice Services (cont'd)

7.3 Service Packages, Application and Billing of Rates and Charges

7.3.1 Service is only provided as a "bundled" offering with various combinations of local, regional toll, and intrastate, interstate, and international long distance calling services, with terms and conditions as stated in the Company's applicable state and/or federal tariffs and public disclosures. As a bundled package, the service is not severable and/or available in combination with other carriers' local, toll, or long distance services. Bundled rates for all classes of service can be found in Section 7.9, below.

7.3.2 Depending on the rate plan chosen by the customer, the customer will either have an unlimited number of minutes included in their monthly charge, a pre-set allowance of included minutes, or a per-minute or per-call charge. If there is a specified number of minutes associated with the customer's plan, the following types of calls count toward that limit (or will be assessed any per-minute or per-call charge):

- ? intrastate, intraLATA toll calls;
- ? intrastate, interLATA toll calls; and
- ? interstate, interLATA toll calls.

Types of calls that do not count toward the customer's included allowance (or assessed any per-minute or per call charges) are:

- ? Toll-free (800, 888, etc.) calls;
- ? Calls to directory assistance or the operator;
- ? Calls to Customer Service or Repair
- ? E911/911 emergency calls;
- ? Incoming calls to the customer's station; and
- ? Calls to other RNK Broadband Voice Services customer numbers.

7.3.3 [Reserved]

7.3.4 All monthly recurring charges will be billed in advance. Toll charges, if any, will be billed in arrears.

7.3.5 Upon subscribing to this service, customers will be billed the non-recurring charge for their chosen service bundle, along with a pro-rated amount for the first partial month of service and the full monthly recurring charge for the following month.

7.3.5.A Subsequent monthly bills will contain the current month's usage charges (where applicable) and the following month's recurring charges.

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**SECTION 7 – RNK Broadband Voice Services (cont'd)**

**7.3 Service Packages, Application and Billing of Rates and Charges(cont'd)**

- 7.3.6 Service is provided on a 30-day minimum basis, from the 28th of the month through the 27th of the following month (i.e. there will be no pro-rating of customer bills for partial month's service upon disconnection).
- 7.3.7 [Reserved For Future Use]
- 7.3.8 A customer, may elect, upon placing a service order, to automatically have the monthly account balance charged to a credit card, bank debit card, or by automatic ACH transfer from a checking or savings account. If payment via the payment method selected does not remit payment owed, the customer will be notified and the Returned Check Charge will apply as found elsewhere in this tariff.
- 7.3.9 All applicable taxes, fees, and surcharges apply as set forth elsewhere in this Tariff, including any recovery fees for state and federal Universal Service, E-911 Surcharge, etc.

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**SECTION 7 – RNK Broadband Voice Services (cont'd)**

**7.4 Service Plans**

**7.4.1** Residential Plans apply to residential customers using the services for residential (non-business) purposes. If the usage pattern of a residential customer, in the sole determination of the Company, is not consistent with those for residential customers, the Company reserves the right to, after notice and in accordance with Commission rules and regulations, either terminate service or convert customer's service to a business plan.

**7.4.2** The RNK Business Bundled Plan, as described below, offers to Business Customers a single "line"-equivalent with single, measured calling to all local and Florida points and (pursuant to the Company's applicable FCC tariff(s) and/or public disclosure) to all domestic U.S. points.

**7.4.2.A** [Reserved for Future Use]

**7.4.2.B** The Company will charge a one-time, non-refundable Network Interconnection Charge to all customers at the commencement of service.

**7.4.2.C** The customer, in addition to any non-chargeable optional features (as listed in Section 7.9), may select the Business Feature Package, for an additional monthly recurring charge. A non-recurring service order charge may apply for selection of this package subsequent to the initiation of service.

**7.4.2.C.1** The Business Feature Package will contain the following features:

Enhanced Voicemail with Email Forwarding	Selective Call Rejection
Call Forwarding* -Busy	Music on Hold
-No answer	Do Not Disturb
-Variable	Auto Attendant
Anonymous Call Blocking	Call Transfer
Caller Id Blocking	Call Hold
Distinctive Ring	Call Parking
6-party Conference Calling	Call Retrieval
Toll Free Voice Mail Access	Multiline Hunting
Custom Toll Free Number	Remote Call Pickup
	Ring Multiple Phones
	Additional Included New World Number

(\*)Call Forwarding may incur additional per-minute usage charges, depending on the destination of the forwarded call

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**SECTION 7 – RNK Broadband Voice Services (cont'd)**

**7.4 Service Plans (cont'd)**

7.4.3 The RNK Residential Package Plan, as described below, includes all domestic (local, intrastate, and interstate) and certain international destinations included international calling (as described in the Company's FCC public disclosure, at <http://www.mkstel.com/legal/public.html>).

7.4.3.A The Company will charge a one-time, non-refundable Network Interconnection Charge to all customers at the commencement of service.

7.4.3.B The customer, in addition to any non-chargeable optional features (as listed in Section 7.9), may select the Advanced Feature Package, for an additional monthly recurring charge. A non-recurring service order charge may apply for selection of this package subsequent to the initiation of service.

7.4.3.B.1 The Advanced Feature Package will contain the following features:

Enhanced Voicemail with Email Forwarding	Selective Call Rejection
Call Forwarding*	Music on Hold
-Busy	Do Not Disturb
-No answer	Auto Attendant
-Variable	Distinctive Ring
Anonymous Call Blocking	Conference Calling – up to 6 people
Caller Id Blocking	Toll Free Voice Mail Access
Custom Toll Free Number	1 Additional Included New World Number

(\*Call Forwarding may incur additional per-minute usage charges, depending on the destination of the forwarded call).

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SECTION 7 – RNK Broadband Voice Services (cont'd)

7.5 New World Foreign Exchange Service

- 7.5.1 In addition to the station number assigned to the customer's equipment (which corresponds to the rate center where the customer is physically located), a business or residential customer may obtain one or more secondary, "remote" New World Foreign Exchange ("New World") numbers that would give the customer a "remote presence" in those areas, with corresponding telephone numbers.
- 7.5.2 Each service plan and/or Feature Package, as a non-chargeable optional feature (as set forth in Section 7.9) may include a quantity of New World Numbers that are not subject to the Additional (per-number) Rate.
- 7.5.3 New World Numbers are subject to availability within the Company's service territory and in accordance with state and federal regulatory rulings. The Company reserves the right to limit the number of New World Numbers that may point to any one main billing number. Customers have no ownership or other property right in any of the telephone numbers assigned to them. New World Numbers will not have 911 service available under any circumstances.
- 7.5.3.A Further, RNK retains ability to retract such numbers and/or discontinue or modify the terms of this service with reasonable notice should this offering be rendered moot or removed, as per state and/or federal rulings or Applicable Law.
- 7.5.4 In all cases, the subscriber information provided for E-911 or other emergency services location or data entry will correspond with the Customer's physical address, as presented to RNK by the Customer. Customer is responsible to delivering accurate information to RNK for purposes of E-911 service provision. Should Customer supply RNK with fraudulent or inaccurate information, the Customer hereby waives RNK of any and all liability and expenses related to any suits, claims, or otherwise related actions, activities, and representation resulting from such fraudulent or inaccurate information. Further, Customer providing such fraudulent or inaccurate information fully indemnifies RNK for all fees, expenses, and costs related to any claims, suits, or otherwise related to any actions taken as a result of such fraudulent or inaccurate information.
- 7.5.5 Unless otherwise specified by the Customer, and in accordance with all appropriate regulations, the information displayed on a third party's caller ID equipment (when receiving a call from the customer) will be the Customer's main billing number (i.e., the number that corresponds to the rate center where the customer is located).

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SECTION 7 – RNK Broadband Voice Services (cont'd)

7.5 New World Foreign Exchange Service(cont'd)

7.5.6 By default, only the customer's main billing number is listed in any directory. Additional listing charges may apply for New World Foreign Exchange Service Numbers.

7.5.7 Rates for New World Foreign Exchange Service appear in Section 7.9 below.

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**RNK Broadband Voice Services (cont'd)**

**7.6 Resale of Service to other Certified Carriers**

- 7.6.1 Resale is the sale to another person of telecommunications services purchased from the Company. A customer purchases for resale when such customer purchases a service for the purpose of reselling it to another (rather than the purpose of using the service itself).
- 7.6.2 As may be permitted by Applicable Law and governed by the rules and regulations of Florida Public Service Commission, other certified carriers (e.g., Alternative Local Exchange Carriers, as defined by Florida PSC rules, and Switchless Resellers) may purchase RNK Broadband Voice Services for resale, in order to provide their end users with the Company's service.
- 7.6.3 Resellers are responsible for adhering to any and all requirements associated with being a reseller, including any and all requirements of the Florida PSC.
  - 7.6.3.A Resellers are responsible for maintaining their Reseller status, and should such status change, providing written notice to RNK as soon as reasonable possible.
- 7.6.4 Resellers are prohibited from reselling services that are limited to Residential customers to Business Customers.
  - 7.6.4.A Business services may be sold to Residential Customers, so long as all features, options and services corresponding to the same billing telephone number are also Business Services.
  - 7.6.4.B Should a Reseller sell a Residential service to a Business customer, and RNK determine that the customer is a Business customer, as solely determined by RNK, Reseller shall with 2 (two) business days remit to RNK all costs for amounts due as if the customer were a Business customer, in addition to a \$50 per month additional processing and administrative surcharge for every month or partial month such mislabeling existed.
- 7.6.5 Resellers agree to enforce all end-user restrictions on services resold to their end-users.

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Effective: NOV 17 2014

By:

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Dedham, MA 02026

**RNK Broadband Voice Services(cont'd)**

**7.6 Resale of Service to other Certified Carriers**

**7.6.6** Unless otherwise agreed to in writing by RNK, the Reseller is not permitted to use RNK's trademarks, registered trademarks, service marks, registered service marks, brand names and/or logos in conjunction with provision of the services or in any marketing, advertising, or publicity.

**7.6.7** The Reseller will be billed in advance for all non-recurring and monthly recurring charges, and in arrears for all usage charges.

**7.6.7.A** All services sold pursuant to this program will be billed in advance for monthly services; usage charges will be billed in arrears. The billed amount for the first month of services will include non-recurring charges, a pro-rated amount for the number of days of services used in the initial calendar month (where 1 day of service will incur 1/30th of the monthly service charge), and the full amount for the next service month, billed in advance.

**7.6.7.B** When resold service(s) are disconnected, the final monthly charges will be pro-rated (also on a daily basis) to the day on which the service has been disconnected (See 7.6.8, infra). Any credits for amounts previously billed for those end users will be on the next reseller bill. Unless notification is received, the Agent will be billed for all Services that are connected on the Invoice date. Failure to notify carrier of disconnection in a timely manner will not be cause for a valid dispute of charges, nor will result in the application of any credits.

**7.6.8** The Reseller will be solely responsible for notifying the Carrier in writing (or other Company-approved electronic means) the desired date of disconnection in a timely manner. If the disconnection notification arrives after during business hours on a weekday, the disconnection date will be that day. If the desired date of disconnection received outside of normal business hours, or is a weekend or holiday, the disconnection date shall be the next business day following such weekend or holiday (unless a later date is desired by the Customer).

**7.6.9 Resale Service Prices**

**7.6.9.A** Except as provided herein, the Reseller will be charged the Reseller Prices in Section 7.10.8 for RNK Broadband Voice Services. Pricing will be based, as set forth therein, on the number of end-user accounts that a reseller is billed for on that particular bill.

**7.6.9.B** All applicable taxes (except for Company income taxes), surcharges, regulatory fees, and/or Universal Service charges are under this Tariff are the sole responsibility of the Reseller.

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By: Richard N. Koch, President  
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**RNK Broadband Voice Telephone Services(cont'd)**

**7.6 Resale of Service to other Certified Carriers**

**7.6.10 Discontinuance of Service to Reseller**

**7.6.10.A** If the Reseller fails to comply with the rules and regulations of this tariff, or if it fails to pay any sum owing to the Company for more than 30 days beyond the date of rendition of the bill for service, the Company may, on 30 days written notice by Certified U.S. Mail to the person designated by the Reseller to receive such notice of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the noncompliant Reseller at any time thereafter. Copies of such notice shall be mailed to the State Division of Public Utilities and Carriers (the Division), concurrently with the mailing to the reseller. If the Company does not refuse additional applications for service on the date specified in the 30 days' notice, and the reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncompliant reseller without further notice.

**7.6.10.B** If the Reseller fails to comply with the rules and regulations of this tariff, or if it fails to pay any sum owing to the Company for more than 30 days beyond the date of rendition of the bill for service, the Company may on 30 days written notice by Certified U.S. Mail to the person designated by the reseller to receive such notice of noncompliance, discontinue the provision of existing service to the noncompliant Reseller at any time thereafter. Copies of such notice shall be mailed to the Division, concurrently with the mailing to the reseller.

**7.6.10.C** In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the Reseller's noncompliance continues, nothing herein shall preclude the Company's right to discontinue the provision of the services to the noncompliant reseller without further notice.

**7.6.10.D** The preceding regulations notwithstanding, the Company will not exercise its rights to refuse and discontinue service if the reseller submits charges to the Company it believes in good faith were billed in error and such charges are accepted by the Company for investigation.

**7.6.10.E** The Company may discontinue service or cancel an application for service without notice in the event the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

**7.6.10.F** In the event of fraudulent use of the Company's network, including but not limited to fraudulent end user orders for transfer of service, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

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By:

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RNK Broadband Voice Services(cont'd)  
7.7 RNK BVTS Agent Program

- 7.7.1 Upon execution of the appropriate RNK BVTS Agent Agreement, entities will be able to refer customers to RNK for service for a discount from RNK's retail rates. The terms and conditions, including the rights and responsibilities of both the prospective Agent and RNK, of the RNK BVTS Agent Agreement are incorporated herein by reference.
- 7.7.2 Entities may not use services sold under this section for their own use, or for services sold to not-at-arms-length end-users (such as subsidiaries, affiliates, immediate family members, etc.)
- 7.7.3 Agents may not, without the express written consent of RNK, aggregate multiple users' services under one account.
- 7.7.4 Agents acknowledge that all end-users that are sold services under this Section are end-users of RNK, including, but not limited to, for purposes of Universal Service Fund calculation, taxes, fees, and applicable charges.
- 7.7.5 Including, but not limited to, restrictions on selling appropriate classes of service to the appropriate class of customer (e.g., residential service may not be sold to business customers), Agents are responsible for enforcing and adhering to all tariff provisions pertaining to the provision of service, billing, termination of service, and any other regulations contained in this tariff, including this Section 7.7.
- 7.7.5.A Failure to adhere to any of the regulations contained in this section, or the Agency agreement will result in immediate termination of the Agency relationship.
- 7.7.6 Agents acknowledge that Agents are also billing agents for RNK, and as such, are solely responsible for billing and collecting all amounts owed to RNK. Regardless of whether an Agent collects a fee or charge from an end-user customer, that billing agent will be responsible for remitting such billed amount to RNK in accordance with RNK's monthly invoice to Agent.
- 7.7.7 All services sold pursuant to this program will be billed in advance for monthly services; usage charges will be billed in arrears. The billed amount for the first month of services will include non-recurring charges, a pro-rated amount for the number of days of services used in the initial calendar month (where 1 day of service will incur 1/30th of the monthly service charge), and the full amount for the next service month, billed in advance.
- 7.7.8 When services sold pursuant to this program are disconnected, the final monthly charges will be pro-rated (also on a daily basis) to the day on which the service has been disconnected (See 6.10.7.8, infra). Any credits for amounts previously billed for those end users will be on the next customer invoice. Unless notification is received, the Agent will be billed for all Services that are connected on the Invoice date. Failure to notify carrier of disconnection in a timely manner will not be cause for a valid dispute of charges, nor will result in the application of any credits.

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By:

Richard N. Koch, President  
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Dedham, MA 02026



**RNK Broadband Voice Services(cont'd)**  
**7.7 RNK BVTS Agent Program (cont'd)**

7.7.9 The Agent will be solely responsible for notifying the Carrier in writing (or other Company-approved electronic means) of the desired date for disconnection on a timely basis. If the disconnection notification arrives after during business hours on a weekday, the disconnection date will be that day. If the desired date of disconnection received outside of normal business hours, or is a weekend or holiday, the disconnection date shall be the next business day following such weekend or holiday. (unless a later date is desired by the Customer).

7.7.9.A Final bills will also contain any outstanding usage charges.

7.7.10 Rates and charges apply as set forth in Section 7.9. Interstate and International service pricing in addition to that included in the bundled service (as described herein and included for informational purposes only within this tariff) will be contained within RNK's public disclosure or federal tariffs, as amended from time to time, in accordance with federal rules and laws, as they may exist.

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RNK Telecom, Inc.

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**RNK Broadband Voice Services(cont'd)**

7.8 RESERVED FOR FUTURE USE

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Effective: 10/1/04

By:

Richard N. Koch, President  
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7.9 RNK Broadband Voice Services Rates

7.9.1 General

7.9.1.A In this Section 7.9, rates and charges indicated with a (\*) are identical to, and not in addition to, the charges contained in the company's FCC interstate and or international and/or tariffs (or public disclosures), as may be amended from time to time.

7.9.1.B All applicable taxes, fees, and surcharges apply as set forth elsewhere in this Tariff.

7.9.2 Business VoIP Bundled Plan

	Monthly Recurring Charge	Network Interconnection Charge	Local Usage, per minute of use	Intrastate toll usage, per minute of use
RNK Business Plan, per line(*)	\$ 9.95	\$ 24.95	\$ 0.019	\$ 0.019
Business Feature Package	(*) \$ 9.95	\$ -	\$ -	

7.9.3 Residential VoIP Bundled Plan

	Monthly Recurring Charge	Network Interconnection Charge	Local Usage, per minute of use	Intrastate toll usage, per minute of use
RNK Residential Plan, per line(*)	\$ 24.95	\$ 24.95	included	included
Business Feature Package, per line(*)	\$ 4.95	N/A	N/A	N/A

7.9.4 New World Number (CLEC FX) Service (all classes of service and all packages):

Per Additional Station Number Routed:

Monthly Recurring Charge: \$3.99 (per month or partial month)

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7.9.5 Non-Chargeable Optional Features (all classes of service and all packages):

- ? Unlimited Voice Mail messages
- ? Email notification of new voicemail
- ? Conference Bridging
- ? Call Detail Records, available online
- ? Call Transfer (within your "VoIP Group" that you set up)
- ? Call Waiting
- ? Caller ID (w/name)
- ? Call Waiting ID (w/name)
- ? Caller ID Blocking, if requested
- ? Repeat Dial
- ? Speed Dialing
- ? International Call Blocking
- ? 1 New World Number

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By:

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**7.9.6 Resale to Certified Carriers**

The resale pricing listed below varies based on the cumulative volume of these services.

Tier A = Pricing for Resellers selling 1-to 100, inclusive, end-user accounts billed to the reseller on a monthly basis.

Tier B = Pricing for Resellers selling 101 to 1000, inclusive, end-user accounts billed to the reseller on a monthly basis.

Tier C = Pricing for resellers having 1001 or more end-user accounts

Numbers of resold customers billed for purposes of determining proper Tier will be determined as of the 1st day of each month.

**7.9.6.A Monthly Recurring Charges**

	Monthly Recurring Charges		
	Tier A	Tier B	Tier C
RNK Unlimited Residential Plan, per line	\$ 21.21	\$19.96	\$17.47
Advanced Feature Package	\$ 4.21	\$3.96	\$3.47
RNK Business Plan, per line	\$ 8.46	\$7.96	\$6.97
Business Feature Package	\$ 8.46	\$7.96	\$6.97
RNK New World Numbers			
-per additional number not included in plans/packages	\$ 3.39	\$3.19	\$2.79
<b>Directory Listings</b>			
Primary Listing	\$ -	\$ -	\$ -
Additional Listing	\$ 1.40	\$1.32	\$1.16
Non-directory Listed Number	\$ 1.02	\$0.96	\$0.84
Non-Published Number	\$ 1.77	\$1.66	\$1.44

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By: Richard N. Koch, President  
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7.9.6.B Non-Recurring Charges

	Tier A	Tier B	Tier C
RNK Unlimited Residential Plan, per line	\$ 21.21	\$19.96	\$17.47
Advanced Feature Package	\$0.00	\$0.00	\$0.00
RNK Business Plan, per line	\$ 21.21	\$19.96	\$17.47
Business Feature Package	\$0.00	\$0.00	\$0.00
RNK New World Numbers			
-per additional number not included in plans/packages	N/A	N/A	N/A
<i>Directory Listings</i>			
Primary Listing	\$ -	\$ -	\$ -
Additional Listing	N/A	N/A	N/A
Non-directory Listed Number	N/A	N/A	N/A
Non-Published Number	N/A	N/A	N/A

7.9.6.C Usage Charges

	Usage, per minute of use		
	Tier A	Tier B	Tier C
RNK Unlimited Residential Plan, per line	N/A	N/A	N/A
RNK Business Plan, per line(*)	\$0.016	\$0.015	\$0.013
RNK New World Numbers			
-per additional number not included in plans/packages	N/A	N/A	N/A
Nationwide Directory Assistance(†)			
-per call	\$0.84	\$0.79	\$0.69

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7.9.7 RNK BVS Agent Program Rates

The Agents pricing listed below varies based on the cumulative volume of these services.

Tier A = Pricing for Agents selling 1-to 100, inclusive, end-user accounts billed to the reseller on a monthly basis.

Tier B = Pricing for Agents selling 101 to 1000, inclusive, end-user accounts billed to the reseller on a monthly basis.

Tier C= Pricing for Agents having 1001 or more end-user accounts

Numbers of customers billed for purposes of determining proper Tier will be determined as of the 1st day of each month.

7.9.7.A RNK BVS Agent Program Pricing

	15% Tier A Wholesale Discount	20% Tier B Wholesale Discount	30% Tier C Wholesale Discount
RNK Wholesale BVTS Service (monthly recurring) (*)	\$21.21	\$19.96	\$17.47
RNK Business BVTS Service (monthly recurring) (*)	\$8.46	\$7.96	\$6.97
RNK Business Feature Package (monthly recurring) (*)	\$8.46	\$7.96	\$6.97
RNK (Residential) Advanced Feature Package (monthly recurring) (*)	\$4.21	\$3.96	\$3.47
One-Time Network Interconnection Charge (*)	\$21.21	\$19.96	\$17.47
RNK New World Numbers (*).per additional number not included in plans/packages, per month	\$3.39	\$3.19	\$2.79
IntraLATA Toll Calling, per minute (Business Service only):	\$ 0.016	\$ 0.015	\$ 0.013
Local Calling, per minute (Business Service only):	\$ 0.016	\$ 0.015	\$ 0.013
Directory Listings			
Primary Listing, One per end-user account	N/C	N/C	N/C
Each Additional Listing	\$ 1.40	\$1.32	\$1.16
Non-directory Listed Number	\$ 0.85	\$0.80	\$0.70
Non-Published Number	\$ 1.53	\$1.44	\$1.26
Nationwide Directory Assistance, per call	\$0.84	\$0.79	\$0.69

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7.9.8 Ancillary Services to RNK Broadband Voice Services

7.9.8.A Moves, Adds, and Changes

Move: \$5.00, per order  
Add: \$5.00, per order  
Change: \$5.00, per order

7.9.8.B Rest oral of Service

Line Restoration Charge (per line, after interruption for non-payment)  
Residence \$30.00  
Business \$56.00

7.9.8.C Reserved For Future Use

7.9.8.D Directory Assistance

Per request, \$0.99

7.9.8.E Reserved For Future Use

7.9.8.F Reserved For Future Use

7.9.8.G Directory Listing Service

	Per Month	Non-Recurring
Primary Listing	\$ -	N/C
Additional Listing	\$ 1.65	(†)
Non-directory Listed Number	\$ 1.20	(†)
Non-Published Number	\$ 2.08	(†)

(†) If ordered subsequent to the installation of the associated service, the appropriate Add or Change charge applies.

7.10

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By:

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SECTION 8 – ANCILLARY NETWORK SERVICES

8 Ancillary Services

8.1 Moves, Adds, and Changes

8.1.1 Terms and Conditions

8.1.1.A The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the nonrecurring charge for the underlying service will apply as if the work had been done by the Company.

8.1.1.B The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of service(s) to existing equipment and/or service(s) at one location.

Change: The rearrangement or reclassification of existing service at the same location.

8.1.1.C The non-recurring charges for Moves, Adds, and Changes are found in Section 8.8, below.

8.2 Restoral Of Service

8.2.1 A nonrecurring charge will be applied to reestablish service if service is interrupted due to nonpayment of exchange service, or other charges, but an order providing for complete disconnection has not been completed

8.2.2 Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application of service in addition to any charges for services due up to the date of suspension.

8.2.3 A Restoral Charge, set forth in Section 8.8, will be applied unless a charge for restoral of service is included in a specific service's section of this Price List. Additionally, all charges up to the date of the suspension are due prior to restoral of service.

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**8.3 Blocking Services**

**8.3.1 900/976 Information Service Blocking**

**8.3.1.A** 900/976 Information Service Blocking is provided by the Company as the default service option to restrict calls from the customer's local access line to all 900 and/or 976 service access codes

**8.3.1.B** When blocking is activated, direct dialed calls to all 900 and/or 976 service numbers from the customer's local access line will be blocked. These blocked calls will be directed to an announcement

**8.3.1.C** By default, calls to 900/976 services are blocked from all Broadband Voice Services lines.

**8.3.1.D** Blocking for Information Services will be without charge.

**8.3.1.E** RESERVED FOR FUTURE USE

**8.4 Directory Assistance Service**

**8.4.1** Directory Assistance Service (411) is furnished upon customer request for assistance in determining telephone numbers. Customers will be charged for all requests including requests for listings that are not found.

**8.4.2 Regulations and Application of Charges**

**8.4.2.A** Directory Assistance charges apply on a per call basis, with a maximum of two requested telephone numbers allowed per call.

**8.4.2.B** A customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges

**8.4.2.C** Charges do not apply for Directory Assistance calls from lines serving individuals with disabilities. To obtain such exemption, the customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. The customer shall notify the Company when the need for an exemption no longer exists.

**8.4.2.D** Rates and Charges for Directory Assistance Service appear in Section 8.X below

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8.5 Reserved for Future Use

8.6 Reserved For Future Use

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By:

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## 8.7 Directory Listing Services

The alphabetical directory is a list of names that includes information essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings that, in the judgment of the Company, are considered inappropriate.

### 8.7.1 Additional and Foreign Listings

**8.7.1.A** Additional Listings are provided in addition to the main listing on a telephone service. Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.

**8.7.1.B** Customers may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the customer is regularly listed.

**8.7.1.C** Business customers may request a Caption Listing or a Straight Line Indent Listing. The Caption listing provides a single appearance of a name under which listings of branches, departments, etc., are indented. No telephone number is associated with the heading of a Caption Listing. The Straight Line Indent Listing provides multiple listings of information under one telephone number, preventing repetition of the name.

**8.7.1.D** Rates and Charges for Additional and Foreign Listings appear in Section 7.9, below.

### 8.7.2 Non-Directory Listed Service

**8.7.2.A** At the request of the customer, any one or all of the customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

**8.7.2.B** The customer indemnifies and saves 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 listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Non-Directory Listed Service.

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**8.7.2.C** The Nonrecurring Charge does not apply if ordered at the same time as the associated Broadband Voice Service.

**8.7.2.D** Rates and Charges for Non-listed service appear in Section 8.8, below.

**8.7.3 Non-Published Service**

**8.7.3.A** The telephone numbers of Non-Published Service are not listed in the telephone directory or in the information records available to the general public.

**8.7.3.B** Non-Published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone customers who are billed for calls placed to or from non-published numbers and to entities which collect for the billed services. Non-Published names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

**8.7.3.C** Incoming calls to Non-Published Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.

**8.7.3.D** No liability for damages arising from publishing the telephone number of Non-Published Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Non-Published Service.

**8.7.3.E** The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request or by the publication of the number of a Non-Published Service in the telephone directory or disclosing of such number to any person.

**8.7.3.F** The Nonrecurring Charge does not apply if ordered at the same time as the associated Broadband Voice Service.

**8.7.3.G** Rates and Charges for Non-published service appear in Section 8.8, below

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8.8 Ancillary Services to RNK Broadband Voice Services

8.8.1 Moves, Adds, and Changes

Move: \$5.00, per order  
Add: \$5.00, per order  
Change: \$5.00, per order

8.8.2 Restoral of Service

Line Restoration Charge (per line, after interruption for non-payment)  
Residence \$30.00  
Business \$56.00

8.8.3 Reserved For Future Use

8.8.4 Directory Assistance

Per request, \$0.99

8.8.5 Reserved For Future Use

8.8.6 Reserved For Future Use

8.8.7 Directory Listing Service

	Per Month	Non-Recurring
Primary Listing	\$ -	N/C
Additional Listing	\$ 1.65	(†)
Nondirectory Listed Number	\$ 1.20	(†)
Non-Published Number	\$ 2.08	(†)

(†) If ordered subsequent to the installation of the associated service, the appropriate Add or Change charge applies.

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RNK Telecom, Inc.

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SECTION 9 - RESERVED FOR FUTURE USE

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By:

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SECTION 10 – SWITCHED ACCESS SERVICES

10.1 General

The Company’s switched access service is available to wholesale customers (e.g., carriers, CLECs, ILECs, and others) for their use in furnishing their services to end users, including toll calls to and from different Company locations, among them end office (including end users), tandem, and the locations of other carriers. Total rates for these calls include local switching (and for the termination of calls at a Company Intercept operator or recording), transport, facilities, and tandem switching if the call passes through a Company tandem switch or a switch the functions as a Tandem switch. Should a carrier’s end user customers avail themselves of RNK’s switched access services, the carrier serving those end-user customers will be deemed to have consented to purchase the service and be held responsible for payment of respective rates contained below for use of those services.

For avoidance of doubt, for purposes of this section, Switched Access rates and charges apply to a call that terminates to an exchange that is not within a mandatory, non-optional Extended Area Service ("EAS") or Extended Calling Service ("ECS") arrangement associated with the originating exchange.

Time Periods: No time periods (e.g., peak/off peak) apply for Switched Access state Toll and IntraLATA Switched Access).

Toll-Free (800/888/877 etc.) and 900 Access rates are equal to the Regular Feature Group D access rate, unless otherwise provided for below.

10.2 Switched Access Elements—Descriptions

10.2.1 Local Switching

<u>Service Category (Per Access Minute)</u>	<u>(Rate \$)</u>	
Originating	.009200	
Terminating	.0.012471	(R)

10.2.2 Local Transport

Local transport provides the transmission facilities between the Company’s customer premises or collocated interconnection location and the Company's end-office switch (es) where the customer's traffic is switched to originate or terminate customer's communications. Local transport is comprised of a Local Transport Termination rate and a Local Transport Facility rate. Both the Local Transport Termination and Local Transport Facility rates are billed on a per-access-minute basis.

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By: Aaron Dobrinsky, President  
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10.2.2.A Local Transport Termination

<u>Service Category (Per Access Minute )</u>	<u>Rate (\$)</u>	
Originating	.00620	
Terminating	0.004573	(R)

10.2.2.B Local Transport Facilities

<u>Service Category (Per Access Minute)</u>	<u>Rate (\$)</u>	
Originating	.00600	
Terminating	0.004573	(R)

10.2.3 Tandem Switching

<u>Service Category (Per Access Minute)</u>	<u>Rate (\$)</u>	
Originating	.000500	(T)
Terminating	.000277	(R)

10.2.4 Combined Rate: Switched access rates will be billed at the combined element rate (in lieu of the separate elements contained in 10.2.1 through 10.2.3), inclusive, unless a carrier requests and shows to RNK Telecom's satisfaction that separate elements below should not be contained within the billing for services.

Combined Rate: \$0.021617 Originating and Terminating (per access minute per direction) (R)

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SECTION 11 – VOIP-PSTN TRAFFIC

(N)

This section contains the specific regulations governing the rates and charges that apply for VoIP-PSTN Traffic that is rated as intrastate or interstate switched access call based on the originating and terminating NPA-NXX of the originating and terminating number. This traffic must be compensated at interstate switched access rates in accordance with Federal Communications Commission Report and Order MC Docket Nos. 10-90, etc., FCC Release No. 11-161 (November 18, 2011).

11.1 Definitions

11.1.1 “VoIP-PSTN Traffic” is traffic that originates in IP format (i.e., originates from an end-user customer of a service that requires Internet protocol-compatible customer premises equipment) and terminates to an End User of the Company in Time Division Multiplexing (TDM).

11.2 Responsibilities of the Customer

11.2.1 A Customer must notify the Company in advance of the existence of any VoIP-PSTN Traffic that it seeks to be rated in accordance with this Section 11. Such notification must provide the Company with traffic studies and accompanying support that are subject to audit identifying VoIP-PSTN Traffic. The Company may also accept other forms of data it finds reasonably acceptable and reliable.

11.2.2 The Company may, request additional information reasonably necessary to validate Customer’s VoIP-PSTN Traffic calculations and may, not more than twice in any year, ask Customer to verify the amount of VoIP-PSTN Traffic.

11.2.3 If Customer does not furnish to the Company information pursuant to this Section 11.2, the default percentage of VoIP-PSTN Traffic will be zero (“0”) percent.

11.2.4 If the Company determines that the Customer has misrepresented Switched Access Traffic as VoIP-PSTN Traffic, it may charge the Customer those rates actually applicable to such traffic.

11.3 Other Terms and Conditions

11.3.1 The terms of this Section 11 are effective as of January 1, 2012 or the effective date of this tariff section, whichever is greater.

11.3.2 The Provision of this Section 11 may be superseded by a negotiated interconnection agreement with the Company entered into after the effective date of this Section 11 that addresses compensation for the traffic described herein.

(N)

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11.4 Rates

Rates for VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as provided in Section 5.4 and 5.5 of the Company's F.C.C. No. 1 (Access Services) Tariff.

(N)

(N)

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RNK Inc. d/b/a RNK Communications, Inc.

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SECTION 11 – RESERVED FOR FUTURE USE

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SECTION 11 – RESERVED FOR FUTURE USE

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**SECTION 12 –REASONABLE COMPENSATION FOR INTRASTATE INTRAMTA TRAFFIC**

12.1 General

This Section provides for a rate for reasonable compensation for the reciprocal transport and termination of Local Traffic (as defined in this Section) between Commercial Mobile Radio Service (CMRS) providers (“Carrier”) and the Company.

12.2 Application of this Section

The rate in Section 12.4 shall only apply to Local Traffic exchanged between the Company and the Carrier pursuant to a negotiated interconnection agreement. For the avoidance of doubt, this Section does not purport to impose any compensation obligations in the absence of an interconnection agreement or other mutual agreement between the Company and Carrier.

12.3 Definitions of Terms as Used in this Section

12.3.1 “Commercial Mobile Radio Service” (“CMRS”) is as defined at 47 C.F.R § 20.3.

12.3.2 “Major Trading Area” or “MTA” means the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39. (47 C.F.R. § 24.202(a)).

12.3.3 “IntraMTA Traffic” is telecommunications traffic, which originates and terminates within the same MTA. For purposes of determining whether traffic originates and terminates within the same MTA, the location of the End Office and associated NPA-NXX serving the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used.

12.3.4 “Local Traffic,” in this Section 12 only, is Intrastate IntraMTA Traffic that originates and terminates within the State of Florida, based on the originating and terminating NPA-NXX.

12.4 Rate for Local Traffic

Reasonable Compensation Rate (Per Minute of Use)                      \$0.0015321

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