

THIS TARIFF CONTAINS THE REGULATIONS AND CHARGES APPLYING TO COMPETITIVE
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PROVIDED BY
DSCI CORPORATION
WITHIN THE STATE OF VERMONT

This tariff contains the descriptions, regulations and rates applicable to the provision of local exchange telecommunications services provided by DSCI Corporation, with principal offices at 1050 Waltham Street, Lexington, Massachusetts 02421, for services furnished within the State of Vermont. This tariff is on file with the Vermont Public Service Board ("VSPB") and copies may be inspected, during normal business hours, at the VPSB and at the Company's principal place of business.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

TABLE OF CONTENTS

Title Page
Table of Contents
Check Sheet
Explanation of Symbols, Reference Marks, and Abbreviations of Technical Terms Used in This Tariff

DefinitionsSection 1

Terms and Conditions.....Section 2

Service ChargesSection 3

Exchange ServiceSection 4

Local Service Areas and Other Exchange Services.....Section 5

Exchange and Network ServicesSection 6

Fees and SurchargesSection 7 (N)

Issued: July 14, 2006
Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

Effective: August 29, 2006

CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of the page.

Section	Page	Revision	Section	Page	Revision	Section	Page	Revision
Title Sheet		Original	Section 2	35	Original	Section 6	1	Original
Table of Contents		1st Revised*		36	Original		2	Original
Check Sheet		1st Revised*		37	Original		3	Original
Symbols		Original	Section 3	1	Original		4	Original
Section 1	1	Original		2	Original		5	Original
	2	Original		3	Original		6	Original
	3	Original	Section 4	1	Original	Section 7	1	Original*
	4	Original		2	Original			
	5	Original		3	Original			
	6	Original		4	Original			
Section 2	1	Original		5	Original			
	2	Original		6	Original			
	3	Original		7	Original			
	4	Original		8	Original			
	5	Original		9	Original			
	6	Original		10	Original			
	7	Original		11	Original			
	8	Original		12	Original			
	9	Original		13	Original			
	10	Original		14	Original			
	11	Original		15	Original			
	12	Original		16	Original			
	13	Original		17	Original			
	14	Original		18	Original			
	15	Original		19	Original			
	16	Original		20	Original			
	17	Original		21	Original			
	18	Original		22	Original			
	19	Original		23	Original			
	20	Original		24	Original			
	21	Original		25	Original			
	22	Original		26	Original			
	23	Original		27	Original			
	24	Original		28	Original			
	25	Original		29	Original			
	26	Original	Section 5	1	Original			
	27	Original		2	Original			
	28	Original		3	Original			
	29	Original		4	Original			
	30	Original		5	Original			
	31	Original		6	Original			
	32	Original		7	Original			
	33	Original		8	Original			
	34	Original		9	Original			

Issued: July 14, 2006

Effective: August 29, 2006

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

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

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued or deleted material, including a listing, rate, rule or condition.
- (I) To signify an increase in rates or charges.
- (M) To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) To signify new material, including a listing, rate, rule or condition.
- (R) To signify a reduction in rates or charges.
- (T) To signify a change in the wording of the text, but no change in rate, rule or condition.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 1 – DEFINITIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer’s location to Carrier’s location or switching center.

Account – A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are provided with the second or non-primary local exchange access line.

Account Codes – Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Authorization Code – A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the original of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User – A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) – A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Common Carrier – An authorized company or entity providing telecommunications services to the public.

Company - DSCI Corporation, the issuer of this tariff.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 1 – DEFINITIONS (Cont’d)

Customer – The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises – A location designated by the Customer for the purposes of connecting to the Company’s services.

DSCI – DSCI Corporation, issuer of this tariff.

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

End Office – The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access – A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company’s network. Presubscribed Customers may also route interexchange calls to the Company’s network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company – Denotes any individual, partnership, association, joint-stock company, trust or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communications service throughout an exchange area and between exchange areas within the LATA.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 1 – DEFINITIONS (Cont'd)

IC – Independent Carrier.

ICB – Individual Case Basis.

IXC or Interexchange Carrier – A long distance telecommunications services provider.

Interruption – The inability to complete calls due to malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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

LEC – Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 1 – DEFINITIONS (Cont'd)

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

MOU – Minutes of Use.

NECA – National Exchange Carriers Association.

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

PBX – Private Branch Exchange.

PIN - Personal Identification Number. See Authorization Code.

Point of Presence (“POP”) – Point of Presence.

Recurring Charges – Monthly charges to the Customer for services, which continues for the agreed upon duration of the service.

Service – Any means of service offered herein or any combination thereof.

Service Order – The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order From by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 1 – DEFINITIONS (Cont'd)

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

Shared Inbound Calls – Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls – Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with a 1 + 10-digit number.

Station – The network control signaling unit and any other material provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber – The person, firm, partnership, corporation, or other entity who orders telecommunications service from DSCI. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination – Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and 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.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 1 – DEFINITIONS (Cont'd)

UNE Zone – Geographic area established by the Commission pursuant to Section 51.507(f) of the Code of Federal Regulations.

Usage Charges – Charges for minutes or message traversing over local exchange facilities.

User or End User – A Customer, Joint User or any other person authorized by a Customer to use service provided under this Tariff.

VPSB – Refers to the Vermont Public Service Board.

Issued: October 13, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

Effective: November 29, 2004

SECTION 2 – TERMS AND CONDITIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Vermont.

This tariff contains the regulations and rates applicable to the furnishing of local exchange carrier communications services to Customers in connection with one-way and/or two-way information transmission within the State of Vermont. Communications services are available twenty-four (24) hours per day, seven (7) days per week.

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

2.1.2 Shortage of Facilities

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

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
 - .1 the Customer is using the service in violation of this tariff; or
 - .2 the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Vermont regardless of its choice of provision laws.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- G.** Any other Telephone Company may not interfere with the right of any person to entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- I.** 911 Toll Free Emergency Services Calling – Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following, are offered at no charge to end users:

 - (1) The appropriate Public Safety Answering Point(s), or any agency which believed they qualify, as concluded by the State of Vermont, as provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
 - (2) For purposes of call completion, the Company operator will stay on the line until full connection and conversation commences.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to, mistakes, omissions, interruptions, delays or other errors, or other defects, representations, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6 of this tariff.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6 of this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

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

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

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

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors** – In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or, in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

I. With respect to Emergency Number 911 Service:

- .1 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any facilities furnishing this service.

- .2 Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

I. With respect to Emergency Number 911 Service (Cont'd)

.3 When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

J. Approval of the above language by the VPSB does not constitute a determination by the VPSB that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the VPSB merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

2.1.5 Notification of Service-Affecting Activities

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

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and material that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or material installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any material or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Material the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the sue of facilities provided by any party other than the Company, including, but not limited to, the Customer.

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Facilities (Cont'd)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications material. Where such material is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (1) the transmission of signals by Customer-provided material or for the quality of, or defects in, such transmission; or
- (2) the reception of signals by Customer-provided material.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

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

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

2.1.9 Ownership of Facilities

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

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and VPSB regulations, policies, orders and decisions.
- 2.2.3** The Company which may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to, the following:

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

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and material. The Customer may be required to install and maintain Company facilities and material 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., 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 material in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D of this tariff; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or material of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's material or facilities; and
- H.** making Company facilities and material available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes, if less than two (2) continuous hours.

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Liability of the Customer

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts of omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in Section 2.3.2A of this tariff, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for: (1) any loss, destruction or damage to property of any third party; and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not be any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.4 Customer Channels

2.4.1 General

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

2.4.2 Station Hardware

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

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.4 Customer Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A.** Any special interface material necessary to achieve compatibility between the facilities and material of the Company used for furnishing Communication Services and the channels, facilities, or material of others shall be provided at the Customer's expense.
- B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal material in accordance with the provisions of this tariff. All such terminal material shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with these regulations.
- D.** users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "Ed User," as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.4 Customer Channels (Cont'd)

2.4.1 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A of this tariff for the installation, operation and maintenance of Customer-provided facilities, material, and wiring in the connection of Customer-provided facilities and material to Company-owned facilities and material.

- B. If the protective requirements for Customer-provided material are not being complied with, the Company may take such action as it deems necessary to protect its facilities, material, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service to protect its facilities, material and personnel from harm.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

A. General

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons. Terms of payment shall be according to the rules and regulations of the VPSB.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

B. Creditworthiness

Each applicant for service will be required to establish credit according to VPSB Rules.

2.5.2 Billing and Collection of Charges

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

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated pro rata based on the actual number of days in the month.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notified the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within thirty (30) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F.** The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.5.6 of this tariff and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

- A. The Customer shall notify the Company of any disputed items on a bill. Any unresolved disputes may be directed to the attention of the Vermont Department of Public Service, Consumer Affairs and Public Information Division, 112 State Street, Drawer 20, Montpelier, Vermont 05620-2601. Customer may contact the Division at 1-800-622-4496 if calling from within Vermont, or 802-828-2332. TTY/TDD users may call 1-800-734-8390.

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

DSCI Corporation
1050 Waltham Street
Lexington, Massachusetts 02421
Telephone: (781) 862-8300
Facsimile: (781) 862-4545
Toll-Free: (877) 344-7441

- B. The date of the dispute shall be the date the Company receives the dispute.
- C. The date of the resolution is the date the Company or the VPSB completes its investigation and notifies the Customer of the disposition of the dispute.
- D. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

The Company does not collect Customer deposits.

2.5.5 Advance Payments

The Company does not collect advance payments.

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.5 Payment Arrangements

2.5.6 Discontinuance of Service

Discontinuance of Service with Notification – Service will not be disconnected on any Friday, Saturday, Sunday or Legal Holiday, except in an emergency situation.

Upon written notice, the Company may disconnect service to any Customer for any reason stated below:

- A.** The Company may discontinue service, limit service, or impose requirements in accordance with VPSB Rule 3.300 or 3.400 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 and as approved by the VPSB.
- B.** The Company may 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 in accordance with VPSB Rule 3.400.
- C.** For failure of the Customer to pay a bill for local exchange telephone service when due.
- D.** For failure of the Customer to meet the Company's credit requirements.
- E.** For failure of the Customer to make proper application for service.
- F.** For Customer's violation of any of the Company's rules on file with the VPSB.
- G.** For failure of the Customer to provide the Company with reasonable access to its equipment and property.
- H.** For the Customer's breach of the contract for service between the Company and the Customer.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- I.** For a failure of the Customer to furnish such service, equipment and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- J.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- K.** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may discontinue or suspend service without incurring any liability.
- L.** Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may discontinue service without incurring any liability.
- M.** In the event of fraudulent use of the Company's network, the Company will discontinue service upon notice.
- N.** Upon the Company's discontinuance of service to the Customer under Section 2.5.6 of this tariff, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.
- O.** Upon notice in the event of Customer use of material or services in such a manner as to adversely affect the Company's service to others.
- P.** Upon notice in the event of tampering with the material or services furnished by the Company.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.7 Cancellation of Application for Service

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges other levied against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or material have begun before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the material, facilities, and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in Sections 2.5.7A through 2.5.7C of this tariff will be calculated and applied on a case-by-case basis through a special contract with the VPSB.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.8 Changes in Service Requested

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

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.6 Allowances for Interruption in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power or hardware provided by the Customer, will be credited to the Customer as set forth in Section 2.6.1 of this tariff for the part of the service that the interruption affects.

2.6.1 General

- A.** A credit allowance will govern when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of material or facilities provided by any party other than the Company, including, but not limited to, the Customer.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations of Allowances

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

- A.** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including, but not limited to, the Customer;
- B.** Due to the failure of power, material, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and material for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use of another means of communications provided by the Company (pursuant to Section 2.6.3 of this tariff), or utilize another service provider.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations of Allowances (Cont'd)

- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; not lasting less than two (2) continuous hours;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

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

2.6.4 Application of Credits for Interruptions in Service

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

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.4 Application of Credits for Interruptions in Service (Cont'd)

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service to be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but no including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

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

F. Interruptions Over 72 Hours

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

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.5 Cancellation For Service Interruption

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

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocated, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 of this tariff), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2 of this tariff.

2.8.1 Termination Liability

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

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

2.9 Transfers and Assignments

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 written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 pursuant to any sale or transfer or substantially all the assets of the Company; or
- 2.9.3 pursuant to any financing, merger or reorganization of the Company.

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.10 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided material by third parties, the Customer's employees or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor or services obtained by the unauthorized user before notification to the Company.

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.11 Notices and Communications

- 2.11.1** 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2** 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.
- 2.11.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.12 Taxes and Surcharges

All federal, state and local taxes, imposed on the Customer, including the Vermont Universal Service Fund Surcharge, fees, sales taxes, and use taxes are billed as separate line items and are not included in the rates quoted in this tariff. All federal, state and local taxes, sales taxes, use taxes, assessments, surcharges or fees imposed on the Company are included on the rates quoted in this tariff.

2.13 Late Charges

Any late payment fees shall be listed with the rates for any service upon which the Company assesses a fee for late payment. No late payment fee shall exceed the reasonable fee as set forth in Section 2.5.2.E. of this tariff, per month of any unpaid, undisputed amount, and shall not commence until thirty (30) days after rendition of bills.

2.14 Returned Check Charge

Whenever a check or draft presented for payment for service is not accepted by the institution on which it is written, the Company may charge a reasonable fee as set forth in Section 2.5.2.F. of this tariff.

SECTION 2 – TERMS AND CONDITIONS (Cont'd)

2.15 Miscellaneous Provisions

2.15.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number providing existing central office material will permit and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.15.2 Maintenance and Operation Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the Company and shall be kept on file in the office of the Company.

SECTION 3 – SERVICE CHARGES

3.1 Description

3.1.1 Premises Work Charges

- A. Premises work charges are a Time and Material (T&M) charging plan. Premises work charges apply for billable premises work done by the Company, at the customer's premises, at the customer's request. Billable premises work includes work preparation, actual work, and clean up, but excludes work required to establish network access to the network interface. Time spent by a Company employee performing billable premises work is charged for in 15 minute increments. Standard material other than jack equipment used with premises work is charged for at current price list levels that are on file with the PSB. The categories are premises work charges or customer premises work charges. Both apply to business service.
1. Premises Work Charges are in addition to the S&E charges for telephone services and equipment and apply separately per premises for customer requested billable premises work. Premises work charges do not apply for the following activities.
- a. A move or change of telephone service that is initiated by the Company.
 - b. Disconnection and/or removal of equipment, listings, network access lines, and Custom Calling service features, provided that no other work subject to premises work charges is performed.
 - c. Repair or replacement of Company provided equipment for which a monthly rate applies.

SECTION 3 – SERVICE CHARGES (Cont'd)

3.1 Description (Cont'd)

3.1.2 Other Services

- A. Restoral of Service.** Service temporarily interrupted for nonpayment of bills will be restored as if there had been no interruption when either payment in full has been received or mutually satisfactory payment arrangements are made. An S&E charge applies for restoring service for each business account provided the restoral occurs prior to a discontinuance of service. An account may consist of a main telephone exchange line including any associated lines, trunks lines of a Private Branch Exchange (PBX), or a private line channel or service.
- B. Temporary Suspension of Service.**
1. Exchange service may be temporarily suspended and the customer's listing retained in the directory.
 2. More than one period of temporary suspension may be permitted in any one calendar year provided at least one month's full charge shall be paid for service furnished between periods of temporary suspension. The reduction of rate of account of the temporary suspension of service may be applied for a total of not more than nine months in each calendar year.
 3. The reduction rate on account of the temporary suspension of service cannot apply during the first month's period of service.
 4. Temporary Suspension is available to a customer for a maximum period of nine (9) months. The customer's number must be working for at least ninety (90) days in a calendar year.

SECTION 3 – SERVICE CHARGES (Cont'd)

3.1 Description (Cont'd)

3.1.2 Other Services

B. Temporary Suspension of Service (Cont'd)

5. Business Service

- a. During the period of suspension a monthly rate equal to 50% of the regular monthly rate applies unless otherwise specified. However, if the period of suspension is 15 days or less, full monthly rates apply.
- b. With Centrex systems, the minimum monthly charge applies during the period of suspension. Except as otherwise specified, all items of service in excess of the minimum monthly requirements are charged for a 50% of the applicable monthly rates.

C. Establishment of Signal Power Levels. If the Network Protection Criteria are to be used at a specified location in connection with acoustic or inductive connections, S&E charge applies to each exchange line to established signal power levels for exchange lines at the output of the network control signaling unit.

D. Changes of Installation Date

1. When business customers or their agents request a change in the installation date, subsequent to the initial request and prior to the installation of a network access line, foreign exchange line, WATS line or private line, a per line charge applies to issue a supplemental service order. The charge will not apply when the following situations occur.
 - a. The first time the customer delays the installation date on orders with three lines or less, if it is more than four work days prior to the installation date.
 - b. The first time the customer delays the installation date on orders with four or more lines, if it is more than 20 work days prior to the installation date.

SECTION 4 – EXCHANGE SERVICE

4.1 Basic Exchange Service

Rates and charges for services explained herein are contained in Section 6.

4.1.1 Description

- A. General.** Main telephone exchange service consists of basic exchange services as specified in this section, and Extended Local Service, which is described in Section 6.
- B.** Service is provided on a monthly basis and is available as a business service.
 - 1.** Business service rates apply if the service is used primarily or substantially for business purposes or if the service is furnished at a business location.
- C.** Basic service is provided on a measured basis.
 - 1.** Measured service is provided on a one-party nonoptional basis. It provides for dial tone and calling on a usage rate basis within the local service area and within municipalities. Business one-party nonoptional measured service is offered on a line or trunk basis and is available in all exchanges. The following options are available.
 - a.** Low Use. Provides a dial tone line only.
 - b.** Standard Use. Provides a dial tone line and a local usage package which provides for a monthly local usage allowance expressed in a dollar amount.
- D.** The local service area is the area within which customers make calls without the payment of MTS charges and may include one or more exchanges.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.1 Basic Exchange Service (Cont'd)

4.1.1 Description (Cont'd)

- E.** Local Telephone Company Service Freeze is available to business end user customers as a means of protection from unauthorized changes in local service provider being made without his or her consent.
1. A request to activate or remove a local service freeze shall be transmitted by an end user to the Company either orally or in writing.
 2. A local service freeze will be offered by the Company only when a customer's local service has been slammed or the customer is concerned that he or she will be slammed, or the customer explicitly requests that his or her local service be protected from slamming.
 3. Any request to activate a local service freeze by an end user to the Company shall be verified in accordance with any applicable rules of the FCC or the PSB.
 4. Upon request by an end user, either orally or in writing, a local service freeze shall promptly be activated by the Company.
 5. Upon request by an end user, either orally or in writing, or by way of three-way telephone call that includes the end user as a party, a local service freeze shall promptly be removed by the Company.
 6. No charges apply for activation or removal of a local service freeze.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.1 Basic Exchange Service (Cont'd)

4.1.2. Use of Service – Business

The use of one-party nonoptional measured business exchange service is restricted to the customer, his agents and employees when engaged in his business.

4.1.3 Billing

When a customer has two or more one-party nonoptional measured exchange lines, terminating at the same premises, one bill, including charges for services associated with such lines, may be rendered to the customer provided the lines are connected to the same central office and are in the same billing period.

4.1.4 Localities and Exchanges of Connection

- A.** When an area which otherwise would constitute one exchange is divided by a state boundary, the additional exchange so formed is referred to as a locality. The exchange that serves the locality is called the exchange of connection.
- B.** The location of the customer governs the administration of the appropriate tariff rates and regulations for exchange service, and for services furnished between these exchanges, the area is as if it were one exchange. For other purposes, these exchanges are administered as separate exchanges.
- C.** Each exchange is considered to be in the local service area of its paired exchange. Section 4.1.4.C, Exhibit 1 and Exhibit 2 of this tariff show localities and their exchange of connection in another jurisdiction and exchanges of connection serving localities in adjoining jurisdictions.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.1 Basic Exchange Service (Cont'd)

4.1.4. Localities and Exchanges of Connection (Cont'd)

Exhibit 1	
Localities with Their Exchange of Connection	
Locality	Exchange of Connection
Bloomfield	North Stratford, NH
Canaan	West Stewartstown, NH
Guildhall	Lancaster, NH
Lemington	Colebrook, NH
Maidstone	Groveton, NH
Norwich	Hanover, NH
Stamford	North Adams, MA
Thetford	Lyme, NH
Wells River	Woodsville, NH
Westminster	Walpole, NH

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.1 Basic Exchange Service (Cont'd)

4.1.4. Localities and Exchanges of Connection (Cont'd)

Exhibit 2	
Exchanges of Connection Serving Localities in Adjoining Jurisdictions	
Exchange of Connection	Locality
Barnet	Monroe, NH
Bellows Falls	North Walpole, NH
Bradford	Piermont, NH
Brattleboro	West Chesterfield, NH
Fair Haven	Low Hampton, NY
Fairlee	Oxford, NH
Poultney	Hampton, NY
Readsboro	Monroe Bridge, MA
White River Junction	West Lebanon, NH
Windsor	Plainfield, NH

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.2 Application of Rates and Charges

4.2.1 Basic Exchange Services

A. Rates for service are in addition to S&E and premises work charges.

B. One-Party Nonoptional Measured Service

1. Timing of Local Usage. Local usage rates apply to calls made within the local service area of the exchange. The same local usage rate schedule applies to both low use and standard use. Different rates apply for calls, depending upon whether they are made during peak periods or during off-peak periods.
 - a. Off-peak rates apply to calls made from 9PM to but not including 9AM weekdays and all day on Saturdays, Sundays and on Thanksgiving Day (the fourth Thursday in November), Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), and on Labor Day.
2. Local Usage Rates apply for every call within the exchange and to exchanges in the extended local service area.
 - a. Local usage charges do not apply to calls to the Company business office, repair office, directory assistance, 911 or to the operator (0).
3. Usage Allowance. For one-party nonoptional measured service the total usage allowance, if any, is equivalent to the sum of the usage allowances for all lines included in the one bill. Local usage in excess of the total allowance is charged for as specified in Section 6.
 - a. There is no credit for any unused allowance, nor can any unused allowance be applied to a past or future bill.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.2 Application of Rates and Charges (Cont'd)

4.2.1 Basic Exchange Services (Cont'd)

B. One-Party Nonoptional Measured Service (Cont'd)

4. Detail of Local Usage. Such detail provides information for each local call such as date of call, connect and elapsed times, place called, called number and discount indicator is available as an optional service (rating of individual calls not included).
 - a. A monthly rate and an S&E charge applies, however, when requested in conjunction with the installation of the line or a change to one-party nonoptional measured service, the S&E charge does not apply.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.2 Application of Rates and Charges (Cont'd)

4.2.2 Local Messages

A. One-Party Nonoptional Measured Service

1. For the timing of messages, the initial and overtime periods are one minute each or fraction thereof. Local usage applies to each such period or fraction thereof.

- B.** Local calls within an exchange, between exchanges, and between exchanges and localities in the same local service area may be handled on a station-to-station or person-to-person basis as collect, charge to a third telephone number, or charge to a Calling Card number, in accordance with the following regulations. The transfer of charges to a third telephone which is a PASL telephone is not allowed.

1. When a call is placed to another telephone number within the same exchange or locality, the local message charge is the same as that for an intrastate operator handled station-to-station or person-to-person toll call in the lowest mileage band.
2. For a local call made on a collect, charge to third telephone number, or calling car basis, the local message charge is the same as that for an intrastate operator handled station-to-station or person-to-person toll call of the same distance.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.2 Application of Rates and Charges (Cont'd)

4.2.3 Trunk Lines

- A. Trunk Lines are furnished on a one-party nonoptional measured basis in accordance with the service offerings for main telephone exchange service in each exchange.
1. One-party nonoptional measured service, low use or standard use options are furnished at the monthly service rates applicable in the exchange. Additional local usage charges are the same as for one-party nonoptional measured service.

4.2.4 Announcement Lines

- A. Announcement lines are furnished for the transmission of pre-recorded messages. For purposes of identification, customers with telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address where the service is provided. Customers transmitting factual public announcements such as time, weather, stock market quotations, airline schedules, and similar information are excluded from this condition.
1. Failure to comply with this provision is cause for termination of service.
 2. Announcement lines are not provided on a nonpublished basis.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.2 Application of Rates and Charges (Cont'd)

4.2.5 Service and Equipment Charges

- A. S&E charges apply and are in addition to the rates and charges for associated services or equipment unless otherwise specified. The charges apply for the following activities.
1. Installation of a network access line.
 2. Change to a higher grade of service, or to change to a lower grade of service or vice versa.
 3. Change to a lower grade service.
 4. Change a telephone number.
 5. Rearrangement of combined billing.
 6. Transfer of service.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.3 Exchange Maps

4.3.1 General

The Company adopts the maps filed by The New England Telephone and Telegraph Company with the PSB showing base rate areas, exchange boundaries and central office locations of all exchanges in Vermont.

4.4 Other Adjunct Services

4.4.1 Combination of Main Telephone Services

- A.** Two or more main telephone exchange services, when located within the same central office area, may be combined on the same line in such a way that the ringing signal for each of the main telephones can be recognized and answered at any of the telephones on the line.
- B.** This service is provided only when warranted by special circumstances involved and when suitable facilities are and continue to be available. A special construction charge applies for such equipment as may be required at any time.
- C.** One-party line rates apply for each main telephone on a combined line.
- D.** This service is not furnished with foreign exchange service or between central offices.
- E.** An S&E charge applies to establish or interrupt combination of main telephone exchange services on in-service lines. The S&E charge does not apply when combination of main telephone service is installed with the associated line.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.4 Other Adjunct Services (Cont'd)

4.4.2 Foreign Exchange Service

- A.** Foreign exchange service is service furnished from an exchange other than that normally serving the area in which the customer is located. This service may be extended to include a third exchange.
 - 1.** This service is not in accord with the general plan of furnishing telephone service and is provided only under special conditions when warranted by the circumstances involved and when suitable facilities are and continue to be available.
- B.** This service is intended only for communications in which the customer, or joint users as arranged for, have a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him or by joint users, from any other person, firm or corporation, or in the collection, transmission or delivery of any communication for others.
- C.** Foreign exchange service is furnished on a one-party nonoptional measured basis in accordance with services offered in the exchange of connection.
- D.** Foreign exchange service is furnished on a one-party nonoptional measured line or trunk line basis only.
- F.** The rate for foreign exchange service is the rate in effect in the foreign exchange for the class of one-party nonoptional measured service furnished. In addition, tariff rates and charges also apply for associated services and equipment.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.4 Other Adjunct Services (Cont'd)

4.4.3 Foreign Central Office Service

- A.** Foreign central office service is exchange service that allows a customer in a multi-central office other than that normally serving the area within the exchange. This service is available if suitable facilities are and continue to be available.
- B.** Foreign central office service is furnished on a one-party nonoptional measured basis in accordance with service offered in the exchange.
- C.** Foreign central office service is furnished on a one-party line or trunk line basis only.
- D.** The monthly rate is the rate in effect in the exchange for the class of service furnished.
- E.** Foreign central office service mileage charges and channel terminal charges are as specified for Private Line Type 2006A channels.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.4 Other Adjunct Services (Cont'd)

4.4.4 Joint User Service

- A. Joint user service is a shared service arrangement that permits a business customer's exchange telephone service and equipment to be used, when designated by the customer, by individuals, firms or corporations not associated with the customer in business.
 - 1. Joint user service is available only with business one-party exchange service, business PBX service and Centrex service.
- B. Joint user service is not furnished to transient tenants of a customer primarily engaged in the business of renting office space.
- C. Joint user service entitles the joint user to one directory listing in the alphabetical section of the directory. Additional listings are available at the additional listing rate.
- D. If a joint user is not located in the same room or suite of rooms as the customer, a telephone of the customer's service must be located on the joint user's premises. Joint user service in connection with foreign exchange or foreign central office services or with extension line service permanently bridged to main exchange lines are furnished only when the joint user is located in the same room or suite of rooms as the customer's listed location.
- E. Applications for joint user service, and for additional service and equipment in connection therewith, must be executed by the customer who is responsible for payment of all charges incurred.
- F. The total charges for telephone service allocated by the customer among the customer and the joint users cannot exceed the charges of the Company to the customer as set forth in this tariff.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.4 Other Adjunct Services (Cont'd)

4.4.4 Joint User Service (Cont'd)

- G.** Joint users of a customer's service must have the option of obtaining service, in addition to or in lieu of joint user service, directly from the Company.
- H.** A minimum service period of one month applies.
- I.** The rate for joint user service in connection with Centrex service is equivalent to that applicable for PBX service.
- J.** In addition to the monthly rates for this service, S&E and premises work charges also apply.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.5 Directory Listing Service

4.5.1 Description

- A.** Rates and regulations for listing services are applicable only to listings in the alphabetical directory.
- B.** Directory listings are intended solely as an aid to the use of telephone service and are therefore limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the customer does business.
- C.** A listing is limited to one line in the directory, except where, in the judgment of the Company, more than one line is required to identify the customer properly. In such cases, the additional lines required are provided at no extra charge.
- D.** Listing services are available with all classes of main telephone exchange service and with interexchange services provided by other carriers.
- E.** Directory listings must conform to the Company's specifications with respect to its directories.
- F.** The Company's liability arising from errors or omissions in initial directory listings (other than charged listings) is limited to the amount of actual impairment to the customer's service and in no event shall exceed one-half the amount of the exchange service charges during the period covered by the directory in which the error or omission occurs for main telephone exchange lines, PBX trunks, and Centrex main station lines.
 - 1.** For charged directory listings, the liability of the Company is limited to an amount not exceed the amount of charges for the charged listing or listings involved during the period covered by the directory in which the error or omission occurs.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.5 Directory Listing Service (Cont'd)

4.5.2 Initial Listings

- A. One listing, termed the initial listing, is included with each customer's service, with the initial line of a line hunting group, with each joint user service, and with each Distinctive Ring service number.
- B. Dual name listings are alphabetical by the surname and the first given name or initials, and contain the following.
 - 1. The first name, or middle name or initial, or initials only of two individuals who have the same surname and reside at the same address.
 - 2. The first name, or first name or initials only, and the married name of a woman.
 - 3. Two names for one person, who may be referred to be either, with the same surname.
- C. Initial listings for interexchange services or other carriers are provided at rates and charges applicable to additional listings.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.5 Directory Listing Service (Cont'd)

4.5.3 Additional Listings

- A. Additional listings are confined to the names of those who are entitled to use the customer's service.
- B. Additional listings are included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only.
- C. Additional dual name listings, provided with an additional listing, list the second name (or initials) first and the listing is alphabetized accordingly in the directory; charging for this listing always commences with the delivery date of the issue of the directory in which the listing first appears.
- D. The monthly rate for an additional listing, or an additional dual name listing provided for a name that is not part of the initial listing, commences the day after the directory assistance records are posted. Directory assistance records are posted either as of the delivery date of the issue of the directory in which the listing first appears, or at any earlier practicable date selected by the customer.
- E. If an additional listing is ordered discontinued after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear, the monthly rate continues only to the date of cancellation by the customer, with a minimum service period of one month.
- F. A monthly rate and S&E charge applies for business service.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.5 Directory Listing Service (Cont'd)

4.5.4 Nonpublished Service

- A.** Telephone numbers of nonpublished service are not listed in the Company's directories or on directory assistance records. Listing information (name, address and number) on nonpublished service is not available to the general public, notwithstanding any claim of emergency the calling party may present.
- B.** Liability for damages arising from publishing the telephone number of nonpublished service in the directory or by the disclosing of said number to any person cannot be attached to the Company.

 - 1.** If such number is published in the directory, the Company's liability is limited to an amount not to exceed the amount of charges made for such unpublished service.
- C.** The customer indemnifies and saves the Company harmless against any claims for damages caused by the publication of the number of a nonpublished service or by the disclosure of said number to any person.
- D.** Exchange lines or announcement lines associated with Company or customer provided equipment, the primary purpose of which is to transmit a pre-recorded message, are not provided on a non-published basis.
- E.** A monthly rate and S&E charge applies.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.5 Directory Listing Service (Cont'd)

4.5.5 Nondirectory Listed Service

- A. Telephone numbers of nondirectory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party.
- B. A monthly rate and S&E charge applies.

4.5.6 Nonlisted Service

- A. Telephone numbers of nonlisted service are not listed in the Company's directories or on the directory assistance records. Nonlisted service is available with all classes of main telephone exchange service provided the customer has other exchange service which is listed in the directory or is on directory assistance records in the same name and at the same address. There are no restrictions against furnishing name, address or number information for nonlisted service.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.6 Directory Assistance Service

4.6.1 Description

- A. The Company furnishes directory assistance service to aid customers in determining telephone numbers.
- B. Rates apply to calls originated in Vermont that are placed to appropriate telephone numbers associated with the provision of directory assistance service for Vermont. Certain calls are exempt from the applicable rates.
- C. No more than two telephone numbers may be requested per call to directory assistance service.
- D. A call to directory assistance is considered completed whether or not the numbers requested are available from directory assistance records, or the information requested is normally provided by directory assistance.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.6 Directory Assistance Service (Cont'd)

4.6.2 Call Allowance

- A. An allowance consisting of three directly dialed directory assistance calls is provided for each exchange line, PBX trunk line or Student Centrex line per billing period.
- B. In the event of listing omissions or errors by the Company, the Company will promptly correct the listing in its databases and will provide the listing without charge to any Directory Assistance caller requesting the listing until publication of the next directory or supplement.
 - 1. Such free Directory Assistance calls shall be in addition to the customer's monthly Directory Assistance call allowance.
- C. Calls to directory assistance via local or MTS operator are not included in the customer's call allowance. They are billed at the appropriate directory assistance service per call rate.
- D. If a customer has two or more main telephone exchange service lines, Student Centrex telephone lines, or PBX trunk lines terminating at the same premises, connecting to the same central office, in the same billing period and billed to the same number, the total allowance is applied to the total usage for the lines or trunks involved.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.6 Directory Assistance Service (Cont'd)

4.6.3 Exemptions

- A.** Directly-dialed calls to directory assistance are exempt from directory assistance rates and regulations when placed from the following locations.
 - 1.** A registered main telephone exchange line where a user is unable to use a directory because of a visual or physical handicap or from a registered main telephone exchange line of a handicapped user where assistance is not otherwise available. A business main telephone exchange line may be registered for exemption with the Company in those instances where one of the users of the line is considered to be legally blind or visually or physically handicapped as defined by The Federal Register, Volume 35 No. 126.

- B.** Where a user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0", those calls placed from the registered line and not directly dialed will also be exempt.
 - 1.** Calling cards will be issued to handicapped users for their own use at all telephones other than their own registered main telephone exchange lines that are not otherwise exempt from directory assistance charges.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.7 Busy Line Verification and Busy Line Interrupt Service

4.7.1 Description

- A. Busy line verification and busy line interrupt which are provided where and to the extent that facilities permit, are furnished for customers requesting line status verification or interrupt of a specific exchange access line within the State of Vermont.
 - 1. The provision of busy line verification involves an operator determining the status of an exchange access line at the request of the customer.
 - 2. The provision of busy line interrupt involves a Company operator interrupting a conversation in progress to notify individuals on the call that another caller is attempting to contact the line.
- B. Charges for verification and interruption may be billed to a third number or calling card.

4.7.2 Responsibility of the Customer

- A. Liability. The customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.7 Busy Line Verification and Busy Line Interrupt Service (Cont'd)

4.7.3 Application of Rates and Charges

- A.** Busy line verification and busy line interrupt charges are not applicable to calls placed from police and fire departments or from customers who assert that the request is made in an emergency.

- B. Busy Line Verification**
 - 1. The charge does not apply when verification indicates a trouble status on the line requiring repair of Company equipment or facilities.
 - 2. The charge applies each time the operator verifies a called line.

- C. Busy Line Interrupt**
 - 1. The charge applies each time the operator interrupts the conversation in progress on a called line. The charge applies even though one or the other parties interrupted refuses to terminate the conversation in progress.
 - 2. If an operator verifies the status of the line and interrupts the conversation on the same request, only the busy line interrupt charge applies.

- D. Other Charges**
 - 1. If the line verified is not in use, or as a result of interrupt the line is cleared, and at the calling party's request, the operator completes the call, the applicable operator assistance incremental charge applies in addition to the busy line verification or busy line interrupt charge(s).
 - 2. Rates and charges for main telephone exchange service or MTS apply in addition to busy line verification and busy line interrupt charges.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.8 Call Mover Service

4.8.1 Description

- A. Call Mover service provides intercept arrangements that offers recorded announcements and/or automatic transfer of calls for a time period specified by the customer. Call Mover is available to customers that are disconnecting, moving, or changing an exchange line number.
1. Call Mover service is available to business customers where suitable facilities exist.
- B. **Call Mover Options**
1. Call Direct. Provides the caller of a disconnected number an automatic call transfer to the new referral number location without an announcement of the referral number.
 2. Call Direct Plus. Uses a recorded announcement to give the caller of a disconnected, or changed line number, the number's status and the referral number and offers to transfer the call to the referral number.
 3. Personal Messenger. Provides a customized announcement to the caller of a disconnected or changed exchange line number that includes the number's status, the customer's name, the customer's new location, and the referral number.
 4. Personal Messenger Plus. Provides a customized announcement to the caller of a disconnected or changed exchange line number that includes the number's status, the customer's name, the customer's new location, the referral number and, in addition, the caller is automatically connected to the customer's new telephone number when the disconnected number and the new number are within the State of Vermont.
 - a. Personal Messenger Plus will not complete calls to an 800 telephone number.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.8 Call Mover Service (Cont'd)

4.8.1 Description (Cont'd)

- C. Call Mover is only available at the time a customer is disconnecting, moving or changing an exchange line number.
 - 1. A customer may select a service period of between a minimum of one to a maximum of twelve months. The service period can be extended in monthly intervals up to a maximum service time of twelve months, when facilities are available, and the customer notifies the Company prior to the end of the initial service period.
- D. The Call Mover customer may designate only one telephone number for use as the referral number.
- E. Customer or Company recorded Personal Messenger announcements are limited to the customer's name, address and telephone number. The customer has the option of using a customer recorded or Company recorded announcement. If the customer recorded announcement contains information other than the customer's name, address and telephone number, the Company will provide a Company recorded announcement as a substitute.
 - 1. A customer or Company recorded announcement may be changed a maximum of three times during the service period.
- F. Call Mover service is not available to customers with the following services.
 - 1. Centrex
 - 2. Direct Inward Dialing (DID) Services
 - 3. Flexpath
 - 4. Intellipath
 - 5. 556, 700, 900, 976
 - 6. Toll free number customer may only purchase the Personal Messenger service option.
- G. Both the intercepted and referral telephone numbers must be transported on the Company's facilities for all Call Mover service options.

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.8 Call Mover Service (Cont'd)

4.8.2 Application of Rates and Charges

- A.** Monthly rates apply per line.
- B. Usage Charges**
 - 1.** For each completed call between the calling party and the disconnected number, the calling party is charged the applicable local usage or MTS rates. If the calling party's telephone line is equipped with Curb-A-Charge, calls may only be completed to the disconnected number on a calling card or third party basis.
 - 2.** For each completed call between the disconnected number and the new intrastate referral number, the Call Mover customer is charged in the following manner.
 - a.** If the call is within the local calling area of the exchange, the appropriate measured local usage charges apply.
 - b.** If the call is beyond the local calling area of the exchange, the appropriate customer-dialed station-to-station MTS charges apply.
- C. One Time Charge**
 - 1.** A one time charge applies only if the customer is requesting Call Mover and is not re-establishing exchange service in the Company served area. It does not apply if Call Mover is provided at the same time that any other service(s) is requested for which an S&E charge applies.
 - 2.** A one time charge applies when a customer extends the Call Mover service period.
- D.** A minimum service period of one month applies. Monthly rates will be billed on a full month bill period basis.

SECTION 4 – EXCHANGE SERVICE (Cont'd)

4.9 Extended Referral Service

4.9.1 Description

- A. Extended Referral Service is an optional intercept service that provides for the continued referral of a disconnected, suspended, or changed number beyond the minimum basic referral period. The basic referral period for a customer initiated number change is thirty (30) days. Extended Referral Service uses a recorded announcement to give the caller of a disconnected, suspended, or changed number, the number's status and a referral number.

4.9.2 Regulations

- A. Extended Referral Service is only available to individual line business customers.
- B. Extended Referral Service is limited to the main lines for Centrex Plus, Intellipath, Flexpath, PBX and Direct Inward Dialing (DID) Services.
- C. This service is provided where facilities and numbers are available.
- D. Extended Referral Service is provided for a minimum of two (2) months. The maximum period is eleven (11) months, starting after the expiration of the basic period.
- E. A request for Extended Referral Service must be placed at the time of disconnection, suspension or telephone number change.
- F. Any change to the initial Extended Referral Service intercept announcement or extension of service is not permitted after the initial announcement service period is processed.
- G. An Extended Referral Service customer may request a termination of service prior to the originally agreed upon termination date.

4.9.3 Application of Rates and Charges

- A. Extended Referral Service is subject to a two-month minimum charge and the monthly rate applies for each full or partial subsequent month that service is provided.
- B. The applicable charges for Extended Referral Service will be billed in advance as a one-time charge.

Issued: October 13, 2004
Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

Effective: November 29, 2004

SECTION 5 – LOCAL SERVICE AREAS AND OTHER EXCHANGE SERVICES

5.1 Local Service Areas

The rates and charges for services explained herein are contained in Section 6.

5.1.1 Extended Local Service

The local area or each exchange or locality includes all the central offices and localities of the exchange. Refer to Section 5.1.1, Exhibit 1 of this tariff.

Exhibit 1 Calling Areas for Extended Local Service	
Exchange or Locality	Additional Exchange and Locality Areas Included In the Local Service Area
Albany	Barton Craftsbury, Hardwick, Greensboro, Johnson, Morrisville, Newport, Orleans, Troy
Arlington	Bennington, Dorset, Manchester, Pawlet (IC), Rupert, South Londonderry, Wardsboro, Wilmington
Barnet	Cabot (IC), Danville, Groton (IC), Marshfield (IC), Monroe NH Locality, Peacham (IC), St. Johnsbury, Wells River Locality, West Newbury (IC)
Barre	Brookfield, Cabot (IC), Chelsea, East Calais, East Corinth (IC), Groton (IC), Marshfield (IC), Montpelier, Northfield (IC), Plainfield, Washington, Williamstown
Barton	Albany, Craftsbury, Derby, Derby Line, Greensboro, Hardwick, Island Pond, Lydonville, Morgan, Newport Orleans, West Burke
Bellows Falls	Alstead NJ, Chester (IC), Grafton (IC), North Walpole NH Locality, Putney, Saxton's River (IC), Springfield (IC), Walpole NH, Westminster Locality
Bennington	Arlington, Dorset, Manchester, Pownal, Readsboro, Rupert, Stamford Locality, Wardsboro, Wilmington
Bethel	Bridgewater (IC), Pittsfield, Pittsford, Randolph, Rochester, Rutland, Sherburne (IC), South Royalton, Tunbridge, Woodstock
Bloomfield Locality	Canaan Locality, Colebrook NJ, Groveton NH, Island Pond, Lemington Locality, Maidstone Locality, North Stratford NH, Norton

Issued: October 13, 2004
Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

Effective: November 29, 2004

SECTION 5 – LOCAL SERVICE AREAS AND OTHER EXCHANGE SERVICES (Cont'd)

5.1 Local Service Areas (Cont'd)

5.1.1 Extended Local Service (Cont'd)

Exhibit 1 Calling Areas for Extended Local Service	
Exchange or Locality	Additional Exchange and Locality Areas Included In the Local Service Area
Bradford	Chelsea, East Corinth (IC), Fairlee, Groton (IC), Newbury, Oxford NH Locality, Piermont NH Locality, Thetford Locality, Wells River Locality, West Newbury (IC)
Brandon	Cornwall (IC), Hubbardton (IC), Middlebury, Orwell (IC), Pittsford, Proctor, Rochester, Rutland, Salisbury, Shoreham (IC), West Rutland, Whiting (IC)
Brattleboro	Hinsdale NH, Jacksonville, Jamaica, Newfane, Spoffard NH, Putney, Wardsboro, West Chesterfield NH Locality, Westmoreland NH, Williamsville, Wilmington
Brookfield	Barre, Chelsea, Montpelier, Northfield (IC), Randolph, Tunbridge, Washington, Williamstown
Burlington	Charlotte (IC), Essex Junction, Grand Isle, Hinesburg (IC), Milton, Richmond (IC), Underhill
Canaan Locality	Bloomfield Locality, Colebrook NH, Lemington Locality, Norton, Pittsburgh NH, West Stewartstown NH
Castleton	Benson (IC), Fair Haven, Hubbardton (IC), Middletown Springs (IC), Pittsford, Poultney, Proctor, Rutland, Wells, West Rutland
Chelsea	Barre, Bradford, Brookfield, East Corinth (IC), Fairlee, Northfield (IC), Randolph, South Royalton, South Stratford, Tunbridge, Washington, Williamstown
Concord	Guldhall Locality, Lunenburg, Lyndonville, Maidstone Locality, St. Johnsbury, West Burke
Craftsbury	Albany, Barton, Greensboro, Hardwick, Johnson, Lydonville, Morrisville, Orleans, Troy
Danville	Barnet, Cabot (IC), Greensboro, Groton (IC), Hardwick, Marshfield (IC), Peacham (IC), St. Johnsbury

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 5 – LOCAL SERVICE AREAS AND OTHER EXCHANGE SERVICES (Cont’d)

5.1 Local Service Areas (Cont’d)

5.1.1 Extended Local Service (Cont’d)

Exhibit 1 Calling Areas for Extended Local Service	
Exchange or Locality	Additional Exchange and Locality Areas Included In the Local Service Area
Derby	Barton, Derby Line, Island Pond, Morgan, Newport, Orleans
Derby Line	Barton, Derby, Island Pond, Morgan, Newport, Orleans, Rock Island, Quebec
Dorset	Arlington, Bennington, Danby (IC), Manchester, Pawlet (IC), Rupert, Wallingford (IC), Wells
East Calais	Barre, Cabot (IC), Hardwick, Marshfield (IC), Montpelier, Morrisville, Plainfield
East Fairfield	Enosburg Falls, Fairfax, Franklin (IC), Jeffersonville, Montgomery (IC), St. Albans, Swanton
Enosburg Falls	East Fairfield, Franklin (IC), Jeffersonville, Montgomery (IC), Richford, St. Albans, Swanton
Essex Junction	Burlington, Charlotte, Fairfax, Grand Isle, Hinesburg (IC), Jeffersonville, Milton, Richmond (IC), Underhill
Fairfax	East Fairfield, Essex Junction, Jeffersonville, Milton, St. Albans, Underhill
Fair Haven	Benson (IC), Castleton, Hampton NY Locality, Hubbardton (IC), Low Hampton NY Locality, Middletown Springs (IC), Orwell (IC), Poultney, Proctor, Rutland, Wells, West Rutland
Fairlee	Bradford, Chelsea, East Corinth (IC), Lyme NH, Norwich Locality, Orford NH Locality, Piedmont NH Locality, South Royalton, South Strafford, Tunbridge, Thetford Locality
Grand Isle	Atburg (IC), Burlington, Essex Junction, Isle La Motte (IC), Milton, St. Albans, Swanton
Greensboro	Albany, Barton, Cabot (IC), Craftsbury, Danville, Hardwick, Lyndonville, Morrisville, St. Johnsvurgy

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 5 – LOCAL SERVICE AREAS AND OTHER EXCHANGE SERVICES (Cont'd)

5.1 Local Service Areas (Cont'd)

5.1.1 Extended Local Service (Cont'd)

Exhibit 1 Calling Areas for Extended Local Service	
Exchange or Locality	Additional Exchange and Locality Areas Included In the Local Service Area
Guildhall Locality	Concord, Groveton NH, Island Pond, Jefferson NH, Lancaster NH, Lunenburg, Lyndonville, Maidstone Locality, West Burke, Whitefield NH
Hardwick	Albany, Barton, Cabot (IC), Craftsbury, Danville, East Calais, Greensboro, Marshfield (IC), Montpelier, Morrisville, St. Johnsbury
Island Pond	Barton, Bloomfield Locality, Derby, Derby Line, Guildhall Locality, Maidstone Locality, Morgan, Newport, Norton, Orleans, West Burke
Jacksonville	Brattleboro, Monroe Bridge MA Locality, Readsboro, West Chesterfield NH Locality, Williamsville, Wilmington
Jamaica	Brattleboro, Chester (IC), Grafton (IC), Manchester, Newfane, Saxton's River (IC), South Londonderry, Wardsboro, Williamsville, Wilmington
Jeffersonville	East Fairfield, Enosburg Falls, Essex Junction, Fairfax, Johnson, Montgomery (IC), Morrisville, Stowe, Troy, Underhill
Johnson	Albany, Craftsbury, Jeffersonville, Montgomery (IC), Morrisville, Stowe, Troy
Lemington Locality	Bloomfield Locality, Canaan Locality, Colebrook NH, North Strafford NH, Norton, West Stewartstown NH
Lunenburg	Concord, Guildhall Locality, Lancaster NH, Maidstone Locality
Lyndonville	Barton, Concord, Craftsbury, Greensboro, Guildhall Locality, St. Johnsbury, West Burke
Maidstone Locality	Bloomfield Locality, Concord, Groveton NH, Guildhall Locality, Island Pond, Lancaster NH, Lunenburg, North Strafford H, West Burke
Manchester	Arlington, Bennington, Danby (IC), Dorset, Jamaica, Pawlet (IC), Rupert, South Londonberry, Wardsboro, Wells

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 5 – LOCAL SERVICE AREAS AND OTHER EXCHANGE SERVICES (Cont'd)

5.1 Local Service Areas (Cont'd)

5.1.1 Extended Local Service (Cont'd)

Exhibit 1 Calling Areas for Extended Local Service	
Exchange or Locality	Additional Exchange and Locality Areas Included In the Local Service Area
Middlebury	Addison (IC), Brandon, Bridport (IC), Bristol (IC), Cornwall (IC), Orwell (IC), Panton (IC), Rochester, Salisbury, Shoreham (IC), Vergennes, Waltsfield (IC), Weybridge (IC), Whiting (IC)
Milton	Burlington, Essex Junction, Fairfax, Grand Isle, St. Albans, Underhill
Montpelier	Barre, Brookfield, Cabot (IC), East Calais, Hardwick, Marshfield (IC), Morrisville, Northfield (IC), Plainfield, Stowe, Washington, Watsfield (IC), Waterbury, Williamstown
Morgan	Barton, Derby, Derby Line, Island Pond, Newport, Norton, Orleans
Morrisville	Albany, Craftsbury, East Calais, Greensboro, Hardwick, Jeffersonville, Johnson, Montpelier, Stowe
Newbury	Bradford, East Corinth (IC), Groton (IC), Piermont NH Locality, Wells River Locality, West Newbury (IC)
Newfane	Brattleboro, Chester (IC), Grafton (IC), Jamaica, Putney, Sazton's River (IC), Wardsboro, West Chesterfield NH Locality, Westminster Locality, Williamsville, Wilmington
Newport	Albany, Barton, Derby, Derby Line, Island Pond, Lemington Locality, Morgan
North Troy	Montgomery (IC), Newport, Richford, Troy
Norton	Bloomfield Locality, Canaan Locality, Island Pond, Lemington Locality, Morgan
Norwich Locality	Fairlee, Hanover NH, Lebanon NH, Lyme NH, South Royalton, Sotuh Strafford, Thetford Locality, West Lebanon NH, White River Junction, Woodstock

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 5 – LOCAL SERVICE AREAS AND OTHER EXCHANGE SERVICES (Cont'd)

5.1 Local Service Areas (Cont'd)

5.1.1 Extended Local Service (Cont'd)

Exhibit 1	
Calling Areas for Extended Local Service	
Exchange or Locality	Additional Exchange and Locality Areas Included In the Local Service Area
Orleans	Albany, Barton, Craftsbury, Derby, Derby Line, Island Ponf, Morgan, Newport, Troy
Pittsfield	Bethel, Pittsfield, Rochester, Rutland, Sherburn (IC)
Pittsford	Bethel, Brandon, Castleton, Hubbardton (IC), Pittsfield, Proctor, Rochester, Rutland, Sherburne (IC), West Rutland, Whiting (IC)
Plainfield	Barre, Cabot (IC), East Calais, Groton (IC), Marshfield (ICO), Montpelier
Poultney	Castleton, Fair Haven, Hampton NY Locality, Low Hampton NY Locality, Middletown Springs (IC), Pawlet (IC), Rutland, Wells, West Rutland
Pownal	Bennington, North Adams MA, Stamford Locality, Williamstown MA
Proctor	Benson (IC), Brandon, Castleton, Fair Haven, Hubbardton (IC), Middletown Springs (IC), Pittsford, Rutland, West Rutland
Putney	Bellows Falls, Brattleboro, Newfane, Saxton's River (IC), West Chesterfield NH Locality, Westminster Locality, Williamsville
Randolph	Bethel, Brookfield, Chelsea, Northfield (IC), Rochester, South Royalton, Tunbridge, Waitsfield (IC), Williamstown
Reading	Bridgewater (IC), Hartland (IC), Ludlow (IC), Perkinsville (IC), Plainfield NH Locality, Protorsville (IC), Springfield (IC), Weathersfield, Windsor, Woodstock
Readsboro	Bennington, Jacksonville, Monroe Bridge MA Locality, North Adams MA, Stamford Locality, Wilmington
Richford	Enosburg Falls, Franklin (IC), Montgomery (IC), North Troy, St. Albans, Swanton, Troy

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 5 – LOCAL SERVICE AREAS AND OTHER EXCHANGE SERVICES (Cont'd)

5.1 Local Service Areas (Cont'd)

5.1.1 Extended Local Service (Cont'd)

Exhibit 1 Calling Areas for Extended Local Service	
Exchange or Locality	Additional Exchange and Locality Areas Included In the Local Service Area
Rochester	Bethel, Brandon, Bristol (IC), Middlebury, Northfield (IC), Pittsfield, Pittsford, Randolph, Waitsfield (IC)
Rupert	Arlington, Bennington, Dorset, Manchester, Pawlet (IC), Salem NY (IC), Wells
Rutland	Benson (IC), Bethel, Brandon, Castleton, Cuttingsville (IC), Danby (IC), Fair Haven, Hubbardton (IC), Middleton Springs (IC), Mount Holy (IC), Pawlet (IC), Pittsfield, Pittsford, Poultney, Proctor, Sherburne (IC), Wallingford (IC), West Rutland
St. Albans	Alburg (IC), East Fairfield, Enosburg Falls, Fairfax, Franklin (IC), Grand Isle, Isle La Motte (IC), Milton, Montgomery (IC), Richford, Swanton
St. Johnsbury	Barnet, Cabot (IC), Concord, Danville, Greensboro, Hardwick, Lydonville, Monroe NH, Peacham (IC), Wells River Locality, West Burke
Salisbury	Brandon, Cornwall (IC), Middlebury, Orwell, Shoreham (IC), Whitin (IC)
South Londonderry	Arlington, Chester (IC), Danby (IC), Grafton (IC), Jamaica, Ludlow (IC), Manchester, Mount (IC), Wardsboro, Wilmington
South Royalton	Bethel, Chelsea, Fairlee, Norwich Locality, Randolph, South Strafford, Thetford Locality, Tunbridge, West Lebanon NH Locality, White River Junction, Woodstock
South Strafford	Chelsea, Fairlaee, Norwich Locality, South Royalton, Thetford Locality, Tunbridge, White River Junction
Stamford Locality	Adams, MA, Bennington, Monroe Bridge MA Locality, North Adams, MA, Pownal, Readsboro, Williamstown MA, Wilmington

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 5 – LOCAL SERVICE AREAS AND OTHER EXCHANGE SERVICES (Cont'd)

5.1 Local Service Areas (Cont'd)

5.1.1 Extended Local Service (Cont'd)

Exhibit 1 Calling Areas for Extended Local Service	
Exchange or Locality	Additional Exchange and Locality Areas Included In the Local Service Area
Stowe	Jeffersonville, Johnson, Montpelier, Morrisville, Richmond (IC), Underhill, Waterbury
Swanton	Alburg (IC), East Fairfield, Enosburg Falls, Franklin (IC), Grand Isle, Isle La Motte, Richford, St. Albans
Thetford Locality	Bradford, Fairlee, Hanover NH, Lyme NH, Norwich Locality, Orford NH Locality, South Royalton, South Strafford, White River Junction
Troy	Albany, Craftsbury, Jeffersonville, Johnson, Montgomery (IC), Newport, North Troy, Orleans, Richford
Tunbridge	Bethel, Brookfield, Chelsea, Fairlee, Randolph, South Royalton, South Strafford
Underhill	Burlington, Essex Junction, Fairfax, Jeffersonville, Milton, Richmond (IC), Stowe, Waterbury
Vergennes	Addision (IC), Bridport (OC), Bristol (IC), Charlotte (IC), Hinesburg (IC), Middlebury, Panton (IC), Weybridge
Wardsboro	Arlington, Bennington, Brattleboro, Jamaica, Manchester, Newfane, South Londonderry, Williamsville, Wilmington
Washington	Barre, Brookfield, Chelsea, East Corinth (IC), Montpelier, Williamstown
Waterbury	Montpelier, Northfield (IC), Richmond (IC), Stowe, Underhill, Watsfield (IC)
Weathersfield	Claremont NH, Perkinsville (IC), Plainfield NH Locality, Reading, Springfield (IC), Windsor
Wells	Castleton, Dorset, Fair Haven, Granville NY (IC), Manchester, Middletown Springs (IC), Pawlet (IC), Poultney, Rupert

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 5 – LOCAL SERVICE AREAS AND OTHER EXCHANGE SERVICES (Cont’d)

5.1 Local Service Areas (Cont’d)

5.1.1 Extended Local Service (Cont’d)

Exhibit 1 Calling Areas for Extended Local Service	
Exchange or Locality	Additional Exchange and Locality Areas Included In the Local Service Area
Wells River Locality	Barnet, Bradford, East Corinth (IC), Groton (IC), Newbury, Peacham (IC), Pike NH, St. Johnsbury, West Newbury (IC), Woodsville NH
West Burke	Barton, Concord, Guildhall Locality, Island Pond, Lydonville, Maidstone Locality, St. Johnsbury
Westminster Locality	Alstead NH, Bellows Falls, Newfane, North Walpole NH Locality, Putney, Saxton’s River (IC), Walpole NH
West Rutland	Benson (IC), Brandon, Castleton, Danby (IC), Fair Haven, Hubbardton (IC), Middletown Springs (IC), Mount Holy (IC), Pawlet (IC), Pittsford, Poultney, Proctor, Rutland, Wallingford (IC)
White River Junction	Hanover NH, Hartland (IC), Lebanon NH, Norwich Locality, South Royalton, South Strafford, Thetford Locality, West Lebanon NH Locality, Windsor, Woodstock
Williamstown	Barre, Brookfield, Chelsea, East Corinth (IC), Montpelier, Northfield (IC), Randolph, Washington
Williamsville	Brattleboro, Jacksonville, Jamaica, Newfane, Putney, Wardsboro, West Chesterfield NH Locality, Wilmington
Wilmington	Arlington, Bennington, Brattleboro, Jacksonville, Jamaica, Newfane, Readsboro, Stamford Locality, South Londonberry, Wardsboro, West Chesterfield NH Locality, Williamsville
Windsor	Claremont NH, Hartland (IC), Perkinsville (IC), Plainfield NH Locality, Reading, Springfield (IC), Weathersfield, White River Junction, Woodstock
Woodstock	Bethel, Bridgewater (IC), Hartland (IC), Norwich Locality, Reading, Sherburne (IC), South Royalton, West Lebanon NH Locality, White River Junction, Windsor

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 6 – EXCHANGE AND NETWORK SERVICES

6.1 Service Charges

6.1.1 One Time Charges

Service Category	Rate Element	Rate
One Time Charge	Business – NRC – Per request	12.90

6.1.2 Premise Work Charges

Service Category	Rate Element	Rate
Premises Work	Business – First 15 minutes or fraction thereof – Monday-Saturday 8AM-5PM – For time spent by Telco employees performing business billable premises work	32.30
	Business – First 15 minutes or fraction thereof – Sunday and Monday-Saturday, excluding 8AM-5PM – For time spent by Telco employees performing business billable premises work	48.45
	Business – First 15 minutes or fraction thereof – Holidays – For time spent by Telco employees performing business billable premises work	64.60
	Business – Each additional 15 minutes or fraction thereof – Monday-Saturday 8AM-5PM – For time spent by Telco employees performing business billable premises work	10.25

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 6 – EXCHANGE AND NETWORK SERVICES (Cont'd)

6.1 Service Charges (Cont'd)

6.1.2 Premise Work Charges (Cont'd)

Service Category	Rate Element	Rate
Premises Work	Business – Each additional 15 minutes or fraction thereof – Sunday and Monday-Saturday, excluding 8AM-5PM – For time spent by Telco employees performing business billable premises work	15.60
	Business – Each additional 15 minutes or fraction thereof – Holidays – For time spent by Telco employees performing business billable premises work	20.45
Restoral of Service	Business – S&E – Per each account	40.95
Temporary Suspension of Service	Business – S&E – Reconnection of service	45.25
Establishment of Signal Power Levels	S&E – Per line	6.75
Changes of Installation Date	Business Customer or their Agents – Per line	24.75

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 6 – EXCHANGE AND NETWORK SERVICES (Cont'd)

6.2 Exchange Services (Cont'd)

6.2.1 Basic Exchange Services – Other

Service Category	Rate Element	Rate
Announcement Lines	S&E	52.75
	Monthly	83.75
Service and Equipment Charges	Business – To install a network access line	28.50
	Business – To change to a higher grade of service	31.25
	Business – To change to a lower grade of service or to any grade of 1 party nonoptional measured service	9.15
	Business – To change a telephone number	32.30
	Business – To rearrange combined billing	12.40
	Business – To transfer service	15.10

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 6 – EXCHANGE AND NETWORK SERVICES (Cont'd)

6.2 Exchange Services (Cont'd)

6.2.1 One-Party Nonoptional Measured Service

Service Category	Rate Element	Rate
Low Use	Business – Dial Tone Line – All rate groups – Monthly – Per line or trunk	30.40
	Business – Monthly Cap – All rate groups – Per line	71.51
	Business – Dial Tone Line – All rate groups – Per trunk	99.56
Standard	Business – Dial Tone Line – All rate groups – Monthly – Per line or trunk	30.40
	Business – Local Usage – Package Rate – All rate groups – Per line or trunk	8.60
	Business – Monthly Local Usage Allowance – All rate groups – Per line or trunk	12.35
	Business – Monthly Cap – All rate groups – Per line	71.51
	Business – Monthly Cap – All rate groups – Per trunk	94.59
Local Usage	Peak Periods – Per minute or fraction thereof	.0209
	Off-Peak Periods – Per minute or fraction thereof	.0048
	Percentage Discount – For customers eligible to receive the MTS for disabled persons discount for TDD use.	40%
Optional Detail of Local Usage	Business Low Use and Standard Use – S&E – Per line or trunk	12.40
	Business Low Use and Standard Use – Monthly – Per line or trunk	2.57

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 6 – EXCHANGE AND NETWORK SERVICES (Cont'd)

6.2 Exchange Services (Cont'd)

6.2.2 Other Adjunct Services

Service Category	Rate Element	Rate
Combination of Main Telephone Exchange Service	To Establish or Interrupt Combination of Main Telephone Exchange Service on in-service lines – S&E	20.45
Joint User Service	One-Party Nonoptional Measured Service – S&E – Each joint user	24.75
	One-Party Nonoptional Measured Service – Monthly – Each joint user	3.99
	PASL Service – S&E – Each joint user	24.75
	PASL Service – Monthly – Each joint user	3.99
Service Lines and Telephones	Switching – Business – S&E – Per line	49.55
	Switching – Business – Monthly – Per line	4.42
	Attachment to Poles – S&E – Each group of 10 attachments or fraction associated with a circuit	12.40
	Attachment to Poles – Monthly – Each group of 10 attachments or fraction associated with a circuit	.0256
	Circuits – Mileage – S&E – Each circuit per ¼ mile or fraction thereof	12.40
	Circuits – Mileage – Monthly – Each circuit per ¼ mile or fraction thereof	1.52

6.2.3 Directory Listing Service

Service Category	Rate Element	Rate
Additional Listing	Business Service – S&E – Each	24.75
	Business Service – Monthly – Each	3.99
Nonpublished Services	Business – S&E – Per line	24.75
	Business – Monthly – Per line	3.99
Nondirectory Listed Service	Business – S&E – Per listing	24.75
	Business – Monthly – Per listing	2.24
Changes	To Change a Listing – Business – S&E	24.75

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 6 – EXCHANGE AND NETWORK SERVICES (Cont'd)

6.2 Exchange Services (Cont'd)

6.2.4 Directory Assistance Service

Service Category	Rate Element	Rate
Directory Assistance Service	Directly Dialed Directory Assistance Calls in Excess of the Call Allowance – Each	.60
	Calls to Directory Assistance via a Local or MTS Operator, in Excess of the Call Allowance – Each	.88
	Intrastate Calls to Directory Assistance from Public Access Line (PAL) or PASL Service (except inmate) – Monthly – Each	3.80

6.2.5 Busy Line Verification and Busy Line Interrupt

Service Category	Rate Element	Rate
Business Line Verification	Each Request	2.05
Business Line Interrupt	With Verification – Each Request	3.09

6.2.6 Call Mover Service

Service Category	Rate Element	Rate
Call Direct	Monthly – Per line	14.25
Call Direct Plus	Monthly – Per line	16.63
Personal Messenger	Monthly – Per line	5.13
Personal Messenger Plus	Monthly – Per line	13.30

6.2.7 Extended Referral Service

Service Category	Rate Element	Rate
Extended Referral Service	Monthly – Per line number	4.75

Issued: October 13, 2004

Effective: November 29, 2004

Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

SECTION 7 – FEES AND SURCHARGES

7.1 In-State Carrier Cost Recovery Fee

(N)

A monthly service charge will be applied to each intra-state Customer's account in order to recover certain costs associated with the Company's compliance with annual regulatory compliance fees, foreign corporation maintenance and wholesale cost increases resulting from recent regulatory actions. This monthly charge is applied if a Customer has \$0.01 or more of new billable charges on their bill, including, but not limited to, monthly recurring charges, or minimum usage charges.

In-State Carrier Cost Recovery Fee	<u>Amount</u>
	1.82% of billed intrastate charges

7.2 Printed Invoice Fee

The Company provides local exchange services exclusively to business customers; Company does not provide service to residential customers. All business customers are offered the ability to use electronic/e-mail billing and payment options to manage their relationship with the Company. The Company incurs expenses rendering paper invoices and processing non-electronic payments. The Company therefore will assess a Printed Invoice Fee for those customers who continue to choose the paper invoice/non-electronic payment option.

Printed Invoice Fee	<u>Amount</u>
	\$3.50 per invoice

(N)

Issued: July 14, 2006
Issued by: Sean Dandley, President/CEO
1050 Waltham Street
Lexington, Massachusetts 02421

Effective: August 29, 2006