

MASSACHUSETTS TELECOMMUNICATIONS TARIFF

Regulations and Schedule of Charges Applying to
Competitive Local Exchange
and Interexchange
Telecommunications Services
in the Commonwealth of Massachusetts

Magna5 LLC

3001 Dallas Pkwy, Suite 610
Frisco, TX 75034

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This Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange and interexchange telecommunications Services provided by Magna5 LLC ("Company") within the State of Massachusetts replacing and consolidating the prior Company tariffs for former CornerStone Telephone Company, NovaTel Ltd., Inc. and Richmond Connections, Inc dba Richmond NetWorx subscribers. This Tariff is on file with the Department of Telecommunications and Cable ("Department"). This Tariff may also be inspected during normal business hours at Magna5 LLC's principal place of business at 3001 Dallas Pkwy, Suite 610, Frisco, TX 75034.

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Issued: December 23, 2019

Effective January 22, 2020

Issued By:

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CHECK SHEET

The Sheets of this Tariff are effective as of the date shown at the bottom of the respective Sheet(s). Revised Sheets as named below contain all changes from the original filing that are in effect on the date listed. An asterisk (*) appearing next to the Sheet Version indicates revisions made in a given filing.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C)** Change in the offering
- (D)** To signify a discontinued regulation.
- (I)** To signify increased rate.
- (M)** To signify material relocated from or to another Tariff location.
- (N)** To signify a new rate or regulation.
- (R)** To signify a reduced rate.
- (T)** To signify a change in text only.

TARIFF FORMAT

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

APPLICATION OF TARIFF

- A.** This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competing local and interexchange exchange Services offered by Company to Customers in the Commonwealth of Massachusetts, subject to availability.
- B.** Company has initially been granted authority to provide Local Exchange Service in the areas served by Verizon New England, Inc. as set forth in the Verizon New England, Inc.'s Product Guide, which the Company adopts as its own. Company's has been granted authority to provide Interexchange telecommunications Service throughout the Commonwealth of Massachusetts.
- C.** The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company, or its affiliates.
- D.** Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Department.
- F.** This Tariff is governed and interpreted according to the Laws of the Commonwealth Massachusetts.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by Company may be defined in the sections applicable to that Service.

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING ("AR")

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

ANALOG

A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

APARTMENTS

A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

ASCII

American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

ASYNCHRONOUS

Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**AUTHORIZED USER**

A person, corporation or other entity that is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

BIT

The smallest unit of information in the binary system of notation.

BUILDING

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

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**CALL INITIATION**

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL CONVERSION

The termination of 1.544. Mbps Service at a customer's location with conversion of the digital signal to 24 analog voice grade circuits. The customer can furnish channel Conversion.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

CHANNEL SERVICE UNIT ("CSU")

The equipment located at the customer's premises that terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COLLEGE

An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable of two-way communications between subscriber - provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

COMPANY

Magna5 LLC, the issuer of this Tariff.

CUSTOMER

The person, firm, corporation, or other entity that orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**CUSTOMER PREMISES EQUIPMENT (CPE)**

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

DEFAULT ROUTING ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DEMARCATIION POINT

The physical dividing point between the Company's network and the customer.

DEPARTMENT

The Massachusetts Department of Telecommunications and Cable

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**DIGITAL**

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

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

EMERGENCY SERVICE NUMBER ("ESN")

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the customer.

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

SECTION 11 - EXPLANATION OF TERMS, Continued**EXCHANGE**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

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

FINAL ACCOUNT

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

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

GROUND START

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**HANDICAPPED PERSON**

A person, who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment that requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

HOSPITAL

An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

HOTEL

An establishment offering lodging with or without meals to the general public on a day-to-day basis.

INCOMING SERVICE GROUP

Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

INTERFACE

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

INTEROFFICE MILEAGE

The segment of a line that extends between the central offices serving the originating and terminating points.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**JOINT USER**

A person, firm, or corporation that uses the telephone service of a subscriber as provided in Section 1 of the Tariff.

KILOBIT

One thousand bits.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

LEASED CHANNEL

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

LOCAL CALL

A call that, if placed by a customer over the facilities of the Company, is not rated as a toll call.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**LOCAL CALLING AREA**

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line that extend from the serving central office to the originating and to the terminating point.

MEGABIT

One million bits.

MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**MOVE**

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

MULTI-FREQUENCY ("MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

MULTILINE HUNT

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

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**NODE**

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

PBX

A private branch exchange.

PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PREMISES

The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PUBLIC ACCESS LINE SERVICE

Service providing facilities for a customer owned coin operated telephone ("COCOT").

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**PUBLIC SAFETY ANSWERING POINT ("PSAP")**

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD

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

RESALE OF SERVICE

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without `adding value') for profit.

SAME PREMISES

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SELECTIVE ROUTING ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**SERVING CENTRAL OFFICE**

The central office from which local service is furnished.

SHARING

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

STATION

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

SUSPENSION

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

SYNCHRONOUS

Transmission in which there is a constant time interval between bits, characters or events.

T-1 SYSTEM

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

TELEPHONE GRADE LINES

Lines furnished for voice transmission or for certain signaling purposes.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TIE LINE

A dedicated line connecting two switchboards or dial systems.

TOLL CALL

Any call extending beyond the local exchange of the originating caller that is rated on a toll schedule by the Company.

TONE DIAL SIGNALING ("TD")

An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

TWO WAY

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER

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

SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF COMPANY****2.1.1. Scope**

- A. Company undertakes to furnish competitive local exchange and interexchange communications Services within the State of Massachusetts pursuant to the rates, terms and conditions set forth in this Tariff.
- B. Customers and Authorized Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. 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 Company's network in order to originate or terminate its own services, or to communicate with its own customers.
- C. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- D. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- E. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.
- F. At its sole discretion, the Company may employ third parties to perform any of its obligations under this Tariff.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.2. Shortage of Equipment or Facilities

- A. Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by Company, when necessary because of lack of Facilities, or due to some other causes beyond 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 Company's Facilities as well as Facilities Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of Company.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in Department regulations as amended from time to time.

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days.
- B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff; further, Customers will also be required to execute any other documents as may be reasonably requested by 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 thirty (30) calendar days written 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. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from Company. Customers who have service with another carrier under contract may incur early termination fees to subscribe to Company's Services.

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company**

Because the Customer has exclusive control of its communications over the Services furnished by Company, and because interruptions and errors incident to these Services may be unavoidable, the Services are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

- A. Liability for Service Disruption - The liability of Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of Company's employees or agents.
- B. Indemnification - Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
 - 1. Circumstances Beyond Company's Control - Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military Commission; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve Company's employees.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

2. Acts of Other Entities - Company shall not be liable for: (a) any act or omission of any entity furnishing Company or Company's Customers facilities or equipment used for or with the Services Company offers, or (b) for the acts or omissions of other Carriers.
3. Acts of the Customer - Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from Company by the Customer.
4. Damage to Customer's Premises - Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Company's agents or employees.
5. Liability for Acts of Other Carriers or Companies - Company shall not be liable for any act or omission of any other companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
6. Liability for Transmission Errors - Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of Company, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had Company - provided equipment been used.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

7. Disconnection of Service - Company shall not be liable for the Disconnection of Service, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - Company shall not be liable for violations of the obligations of the Customer under this Tariff; or
9. Interruption - Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or
10. Loss, Destruction or Damage - Company shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or unintentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment; or
12. Disclosure - Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

13. Fees - Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company; or
14. Caller ID Blocking - Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether arising from or relating to any ordinary negligence of Company; or,
15. Unauthorized Use - Company shall not be liable for any unauthorized use of the Service provided to Customer.

C. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- D. Service Installation and Operation - Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by Company at such locations. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- E. Notice of Temporary Disconnection - Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to temporary discontinuance.

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- F. Connection to Company's Network - Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the Customer's or the Customer's agent's equipment and/or system is properly interfaced with Company's Service, that the signals emitted into Company's network are of the proper mode, bandwidth, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, and personnel, or the quality of Service to other Customers, Company's may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Company's may, upon written notice, terminate the Customer's Service without liability.
- G. EXPRESS AND IMPLIED WARRANTIES - 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.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- H. Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will 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.
- I. Provision of Service - Company will not be liable for any refusals or failures to provide Service or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.
- J. Emergency 911 Service

With respect to emergency 911 Service:

- 1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service. In the event that the Company is providing an IP-Enabled Service, its liability, if any shall be limited by the provisions of the 911 NET Act (Pub. L. 110-283) as well as the protections of this Tariff and state law if applicable.
- 2. Neither is 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 and the equipment associated therewith, or by any Services furnished by 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 Company, the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- K. Directory Listings - Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
1. Cost and Time - Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
 2. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental Commission responsible for the Emergency 911 Service upon request of such government Commission. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.5. Service-Affecting Activities**

Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.

2.1.6. Provision of Equipment and Facilities

- A. 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. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, Disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by Company, except upon the written consent of Company.
- C. Company may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment that the Company provides or installs at the Customer Premises for use in connection with the Services Company offers shall not be used for any purpose other than that for which it was provided by Company.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than Company, including but not limited to the Customer.

SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.6. Provision of Equipment and Facilities, Continued**

F. Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of 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, Company shall not be responsible for:

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

2.1.7. Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside 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 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. Ownership of Facilities

Title to all Facilities in accordance with this Tariff remains in Company, its agents, wholesale partners or contractors.

SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES****2.2.1. No Unlawful Purpose**

The Services 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. Compliance Letter Required

Company may require Applicants for Service who intend to use Company's offerings for resale and/or for shared use to file a letter with Company confirming that their use of Company's offerings complies with relevant laws and Department regulations, policies, orders, and decisions.

2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4. Assignment Provisions

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 Company. Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to Company for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.5. Company-Provided Equipment**

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

2.2.9. Service Used Without Payment

The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.10. Rights and Titles Remain with Company**

Except as provided by law, Department regulations or the Federal Communications Department's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

2.2.11. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's "service agreements" including, but not limited to, price lists, tariffs, and/or individual customer agreements.

2.2.12. Use for Solicitation by Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. Payment of Bills and Charges**

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff and/or contract;
- B. The Company will comply with the billing and collection practices set forth in D.P.U. 18448. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- C. A charge of \$25.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by Company for good cause shown.
- D. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Company or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by Company or its affiliates.

2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.3. Compliance with Regulations**

The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

2.3.4. Compliance with Law

The Customer shall be responsible for complying with all laws and regulations applicable to use of services provided under this tariff and any Services contract between Customer and Company.

2.3.5. Identification

The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon Company request, and for establishing identity as often as is necessary during the course of a call to Company or when seeking credits from Company.

2.3.6. Relationship

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.7. Claims – With respect to any Service or Facility provided by Company, the Customer shall indemnify, defend and hold harmless Company from all claims, actions, damages, liabilities, costs and expenses fees for:

- A. Any loss, destruction or damage to the property of Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining Company-provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control; or
- C. Any claim for breach in the privacy or security of communications transmitted over Company's Services; or
- D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by Company pursuant to this Tariff.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.8. Company - Provided Equipment and Facilities**

- A. Damage to Company Facilities or Equipment - The Customer shall be responsible for reimbursing Company for damage to, or loss of, Company's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of Company, beyond the scope of their employment or agency. Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall have no claim to Company's right of recovery of damages to the extent of such payment made.
- B. Return of Equipment - Customer will return to Company within five (5) business days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

2.3.9. Resources and Rights of Way

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection (A) above. Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.9. Resources and Rights of Way, Continued**

- C. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

2.3.10. Working Conditions

- A. The Customer shall be responsible for providing, at no charge to Company and as specified from time to time by Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.
- B. The Customer shall be responsible for 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 Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in Company's opinion, injury or damage to Company's employees or property might result from installation or maintenance by Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

2.3.11. Liens or Encumbrances

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from Company.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.12. Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.
- C. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to Company -provided equipment and wiring or injury to Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.13. Interconnection of Facilities - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. Company's Services (as detailed in Section 3 of this Tariff) may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications Carriers that are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

2.3.14. Inspections - Upon reasonable notification to the Customer, and at a reasonable time, Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company -owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) business days of receiving this notice the Customer must take this corrective action and notify Company of the action taken. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm. Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS**

An Authorized User may transmit or receive information or signals via the Facilities of Company. Company's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this Tariff. An Authorized User may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this Tariff.

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Issued By:

Joseph O'Hara
Magna5 LLC
3001 Dallas Pkwy, Suite 610
Frisco, TX 75034

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS****2.5.1. Establishment of Service****A. Application for Service**

1. An Applicant for Service may be required by Company in its sole discretion to sign an application form requesting Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by Company, together with the provisions of this Tariff, establishes the Contract between Company and the Customer, which may not be assigned or transferred in any manner, without the written consent of Company.
2. If Customer's Service has been terminated or suspended and the Customer wishes to reestablish Service, payment of all unpaid, pending and undisputed charges, as well as a Deposit and or Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Department and state laws, if any.
3. Company may refuse to establish Service if any of the following conditions exist:
 - (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with Company for payment;
 - (b) A condition exists which in Company's judgment is unsafe or hazardous to the Applicant, the general population, or Company's personnel or facilities;
 - (c) Refusal by the Applicant to provide Company with a Deposit when the Customer has failed to meet the credit criteria for waiver of Deposit requirements;
 - (d) The Applicant is known to be in violation of Company's Tariffs filed with the Department;

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

A. Application for Service, Continued

3. Company may refuse to establish, Continued

- (e) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by Company as a condition for providing Service;
- (f) Applicant falsifies his or her or its identity for the purpose of obtaining Service;
- (g) Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address; or
- (h) The Service requested is not expressly offered under this Tariff.

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit**

1. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company may refuse Service on the basis of credit history and may refuse further Service due to late payment or nonpayment by the Customer.
2. In order to assure the proper payment of all Customer-incurred charges for Service, Company will require Applicants for Service and Customers to establish and maintain acceptable credit.
3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by Company.
4. Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by Company until, at the option of Company, the Applicant pays any past due bill and/or makes deposit arrangements suitable to Company.
5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which Company may refuse to provide or continue Service pursuant to applicable Department regulations or State law.

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit, Continued**

6. An existing Customer may be required to reestablish prepayment when any of the following conditions occur:
 - (a) Company may require from any Customer or prospective Customer a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. Company may require separate deposits for different Services purchased by Customer, all of which must be paid before any service is installed; or
 - (b) At any time during the term of the agreement the customers exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
9. If a Customer fails to reestablish credit as required by Company, Service may be disconnected pursuant to Department rule(s) and state laws, if applicable.

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Payment for Service**

- A. Facilities and Service Charges - The Customer is responsible for the payment of all charges for Facilities and Services furnished by Company to the Customer and to all Authorized Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. Taxes - The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of Company's Services.
- C. Changes in Service Requested - If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.
- D. Return Check Charge - Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer, per check in accordance with Section 2.3.1.C. of this Tariff.

2.5.3. Billing and Collection of Charges

- A. The Company will comply with the provisions of Department rules with respect to billing format and billing terms for Service. Company may issue a billing statement to a Customer in an electronic format only.
- B. Recurring charges are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No local usage charges will apply to calls received by the Customer.
- C. Billing is payable upon receipt and past due thirty (30) calendar days following the billing date. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will invoice Customer for applicable charges up to thirty six (36) months or any period provided for under law, whichever is longer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.4. Advanced Payments**

Company does not require advanced payments.

2.5.5. Deposits

- A. Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service provided, however, that a deposit requirement for residential subscribers shall not exceed \$50. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.
- B. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.
- C. Simple interest at the rate specified by the Commission in conformance with 220 CMR 26.09 shall be credited or paid to the customer while the Company holds the deposit.
- D. Inadequate Deposit
- If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.
- E.. Return of Deposit
- When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Disputed Bills**

The Customer is responsible for notifying Company in writing, within twenty-one (21) calendar days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and Company as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by Company:

- A. Customer requests and Company will comply with the request for an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to the Department for its investigation and decision.

Company will respond to the Department requests for information within the timeframe specified by the Department.

The Department will review the claim regarding the disputed amount and communicate the results of its review to Customer and Company. Following staff review, the disputed amount becomes due and payable, unless either party files a formal complaint with the Department.

In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

If the Company allows a customer to be reconnected, a reconnection fee of \$200.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Disputed Bills, (Continued)**

All billing disputes shall be handled in accordance with Rule 6.1 as established, and amended from time to time, in DPU 18448.

- A. Pursuant to its authority under G.L.c. 159, the DTC has discretion whether to adjudicate complaints between non-residential customers and the Company, D.T.E. 02-85 (June 2, 2003).
- B. The address and telephone number of the Department are:

Department of Telecommunications and Cable
Consumer Division
1000 Washington Street, Suite 820
Boston, MA 02118-6500

Telephone: (617) 305-3531
Toll Free: (800) 392-6066

2.5.7. Late Payment Charges

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

2.5.8. Credit Limit

Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.5.9. The Issuance of Credit or Payments

Customers may contact Company for resolution of billing disputes by telephone to Company's Customer Service at 844.462.4625 or in writing addressed to the attention of Company Customer Service at 3001 Dallas Pkwy, Suite 610, Frisco, TX 75034. Customer Service representatives are available to address inquiries 24 hours a day, seven days a week.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE****2.6.1. General**

- A. Company may temporarily interrupt Service when necessary to affect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of Company.
- C. A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive calls because of a failure of a component furnished by Company under this Tariff.
- D. If the Customer reports to Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by Company or an agent of Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by Company to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than Company, including, but not limited, to the Customer.
- E. If an Access Line is interrupted as the result of widespread disaster, and other than by the negligence or willful act of the Company, no refund shall be required unless the access line service remains interrupted for a period in excess of seven (7) days. Company will not charge or collect any further rates for such service that was affected during the interruption of service.

SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.2. Limitations of Allowances**

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

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer;
- B. Due to the malfunction of Customer-owned telephone equipment;
- C. Due to a Force Majeure;
- D. During any period in which Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period when the Customer has released Service to Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction;
- G. That occurs when Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or
- H. For the unlawful or improper use of the facilities or Service.

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.

SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.4. Application of Credits for Interruptions in Service**

- A. Credits for interruptions in Service that are provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will 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. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) calendar days.

2.6.5. Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by Company as follows:

- A. If the interruption is for twenty four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

SECTION 2 - RULES AND REGULATIONS, Continued**2.7. RESTORATION OF SERVICE**

- 2.7.1.** The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Department, which specifies the priority system for such activities.
- 2.7.2.** At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Department may order pending resolution of any bona fide dispute between Company and the Customer or Applicant over the Disconnection.
- 2.7.3.** When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company Service order, Service will be restored only upon the basis of application for new Service.
- 2.7.4.** A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.7.5.** Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.6.** Any Customer whose Service has been disconnected may be required to pay Service reconnection charges of \$50.00 before Service is restored.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. USE OF CUSTOMER'S SERVICE BY OTHERS**

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. Company will accept orders to start, rearrange, relocate, 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 Authorized User shall be responsible for the payment of the charges billed to it.

SECTION 2 - RULES AND REGULATIONS, Continued**2.9. CANCELLATION OF SERVICE BY CUSTOMER**

2.9.1. Customer may cancel local Service by providing written notice to Company thirty (30) calendar days prior to cancellation. (C)

2.9.2. Customer is responsible for usage charges while still connected to Company's Service and for the payment of associated local Exchange Company charges, if any, for Service charges.

2.9.3. Any cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

2.9.4. Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that an unauthorized person or persons are using the service. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY COMPANY

2.10.1 Disconnection of Service Without Notice

Company may discontinue service to a customer without notice under the following conditions:

- A. in the event of tampering with the Company's equipment;
- B. in the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company; or
- C. in the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY, Continued****2.10.2. Discontinuance of Service With Notice**

The Company may discontinue service to a Customer under the following conditions after giving Customer fifteen (15) days (excluding Sundays and legal holidays) written notice of discontinuance of service, with reasons specified, followed by a second written notice five (5) days prior to discontinuance of service. Two days prior to the discontinuance date, the Company will call to remind Customer of the proposed discontinuance. Notices will be sent via First Class U.S. Mail.

- A. for failure of the customer to pay a bill for service when due;
- B. for failure of the Customer to meet the Company's deposit and credit requirements;
- C. for failure of the Customer to make proper application for service;
- D. for Customer's violation of any of the company's rules on file with the Department;
- E. for failure of the Customer to provide the Company reasonable access to its equipment and property;
- F. for Customer's breach of the contract for service between the Company and the Customer;
- G. for 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 utility as a condition of obtaining service; or
- H. when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.
- I. if the Customer routinely uses abusive or profane language or makes physical threats in conversations with Company personnel.

2.10.3. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.

SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY, Continued****2.10.4. Payment Obligation up to Discontinuance of Service**

The discontinuance of Service(s) by Company pursuant to this Section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies available to Company set forth herein shall not be exclusive and Company shall at all times be entitled to all the rights available to it under law or equity.

2.11. NOTICES AND COMMUNICATIONS

2.11.1. The Customer will designate an address to which Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which Company's bills for Service will be mailed.

2.11.2. Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

2.11.3. All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise requested by Customer.

2.11.4. Company or the Customer will 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.

2.12. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.13. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911, telecommunications relay and Local Number Portability surcharges. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately in Customer invoices.

SECTION 2 - RULES AND REGULATIONS, Continued**2.14. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS**

2.10.1 Application of Rates

- A Business rates as described in Section 7 and shown Section 10 apply to service furnished:
1. In office buildings, stores, factories and all other places of a business nature;
 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 3. At any location when the listing or public advertising indicates a business or a profession;
 4. At any location where the service includes an extension that is at a location where business rates apply unless the extension is restricted to incoming calls;
 5. At any location where the customer resells or shares exchange service;
- B. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

SECTION 2 - RULES AND REGULATIONS, Continued**2.14 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS, Continued****2.14.2 Telephone Number Changes**

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.11 of this Tariff.

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.

2.14.3 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.14.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.14.5 Disputes

In the event that the Customer and the Company are unable to satisfactorily resolve a dispute, the Customer may refer its complaint to the Commission for resolution. Pursuant to its authority under G.L.c. 159, the Commission may utilize its discretion to adjudicate complaints between non-residential customers and the Company.

SECTION 2 - RULES AND REGULATIONS, Continued**2.15 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS****2.15.1 Application of Rates**

Residential rates as described in Section 6 and shown in Section 10 apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.15.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.11 of this Tariff.

When service in an existing location is continued for a new customer, the existing 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.

SECTION 2 - RULES AND REGULATIONS, Continued**2.15 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS, Continued**

2.15.3 Deposits

A. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.5.5 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

SECTION 2 - RULES AND REGULATIONS, Continued**2.15 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS, Continued**

2.15.3 Deposits, Continued

B. Customers Exempt from Deposits

A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit. Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

C. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company is entitled to service without payment of a deposit unless his or her records indicate a delinquency in payment or a termination of service for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period.

New deposits from a residential customer are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential customer after 1 year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

SECTION 2 - RULES AND REGULATIONS, Continued**2.15 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS, Continued****2.15.4 Installment Billing For Nonrecurring Charges**

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12-month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

- A. Installment billing may be used only by residential customers;
- B. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- C. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- D. More than one installment plan may be in effect for the same customer at the same time;
- E. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- F. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- G. Installment billing payments will continue even when an account is temporarily suspended;
- H. No interest or carrying charges will be applied to the outstanding balance during the installment period.

SECTION 2 - RULES AND REGULATIONS, Continued**2.15 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS, Continued**

2.15.5 Adjusted Payment Schedule

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.15.6 Suspension or Termination for Nonpayment

- A. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- B. After issuing the written notification in accordance with 2.9.1, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
- C. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- D. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control that delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

SECTION 2 - RULES AND REGULATIONS, Continued**2.15 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS, Continued****2.15.8 Dishonored Checks**

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

2.15.9 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

2.15.10 Suspension or Termination - Medical Emergencies

The Company at its sole discretion may allow an additional 30 days for a residential customer before suspension or termination upon receipt of a medical certificate describing emergency medical status. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the customer will be able to defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

SECTION 2 - RULES AND REGULATIONS, Continued**2.15 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS, Continued****2.15.11 Suspension or Termination - Elderly, Blind or Disabled**

An additional 20 days will be allowed before suspension or termination may occur when:

- A. the customer is known to or identified to the Company as being blind or disabled, or
- B. the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

2.15.12 Backbilling for Residential Customers

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

SECTION 2 - RULES AND REGULATIONS, Continued**2.16 AUTOMATIC NUMBER IDENTIFICATION**

2.16.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- 3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 5) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

SECTION 3 - CONNECTION CHARGES**3.1 CONNECTION CHARGE****3.1.1 General**

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- C. The Company may from time to time waive or reduce the charge as part of a promotion. See Section 5.4.

3.2 RESTORAL CHARGE

A restoral charge of \$50.00 for business and \$20.00 for residential applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service. (C)

SECTION 3 - CONNECTION CHARGES, Continued**3.3 MOVES, ADDS AND CHANGES**

The Company alone may make changes in the location of its lines and equipment. When it is found that others have made a move or change of such lines or equipment, the Connection Charge for the underlying service will apply as if the Company had done the work.

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

- Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add: The addition of a vertical service to existing equipment and/or service at one location.
- Change: Change - including rearrangement or reclassification - of existing service at the same location.

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT

Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

Rates are contained in Section 11 of this Tariff

3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

SECTION 3 - CONNECTION CHARGES, Continued**3.6 LEASED LINE SERVICE**

A leased line is a private, dedicated point-to-point connection between a Company Point of Presence (POP) and another point on the Company's fiber-optic network specified by the Customer. Leased Line service is provided to Customers on a nationwide basis with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps). A local access line may be necessary to connect the Customer network or premise with the Company POP. This local access line may be provided to the Customer by the Customer's local exchange carrier.

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SECTION 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES**4.1 GENERAL****4.1.1 Description**

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

4.1.2 Classes of Calls

Service is offered as two classes: station-to-station calling and person-to-person calling.

- A. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
- B. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

SECTION 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES, Continued**4.2 TIMING OF CALLS**

- 4.2.1 Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- 4.2.2 For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 4.2.3 For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 4.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 4.2.5 Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

SECTION 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES, Continued

4.3 TIME PERIODS DEFINED

Unless otherwise indicated in this Tariff, the following time periods apply.

4.3.1 Peak: 7:00 a.m. to, but not including, 7:00 p.m. - Monday through Friday

4.3.2 Off-Peak: 7:00 p.m. to, but not including, 7:00 a.m. - Sunday through Friday
All day Saturday and Sunday
All Holidays

4.3.3 Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day.

4.3.4 All times refer to local time.

SECTION 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES, Continued**4.4 REGULATIONS AND COMPUTATION OF MILEAGE**

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

4.4.1 Originating Rate Center

A customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center.

4.4.2 Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

4.4.3 Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

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

SECTION 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES, Continued**4.4 REGULATIONS AND COMPUTATION OF MILEAGE**, Continued

4.4.3 Calculation of Mileage, Continued

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

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

SECTION 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES, Continued**4.5 CALL CHARGES**

Rates are based on the duration of the call as measured according to Section 4.2 above, time of day rate period of the call as described in Section 4.3 and the airline mileage between points of the call as described in Section 4.4. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number that is not the called station or the calling station (3rd number billing), or to an authorized calling card.

SECTION 5 - SUPPLEMENTAL SERVICES**5.1 CUSTOM CALLING SERVICE**

5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

5.1.2 Description of Features

a. Three Way Calling/Call Hold

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

b. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call Forwarding does not affect call-originating ability.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.1 CUSTOM CALLING SERVICE, Continued**

5.1.2 Description of Features, Continued

b. Call Forwarding, Continued

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer-predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer-predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

c. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued

5.1 CUSTOM CALLING SERVICE, Continued

5.1.2 Description of Features, Continued

d. Distinctive Ringing

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

e. Regular Multiline Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

f. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.1 CUSTOM CALLING SERVICE**, Continued

5.1.3 Rates and Charges

1. Monthly Rates

Rates for this service are located in Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

2. Connection Charges

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

Rates are contained in Section 11 of this Tariff.

3. Trial Period

The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.4, Service and Promotional Trials, below.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.2 CLASS SERVICES**

5.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

5.2.2 Description of Features

a. Call ID

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

b. Automatic Redial

The Automatic Redial feature allows a customer to automatically redial the last number dialed. The customer activating a code accomplishes this. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.2 CLASS SERVICES, Continued**

5.2.2 Description of Features, Continued

b. Automatic Redial, Continued

The following types of calls cannot be Automatically Redialed:

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

c. Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

d. Customer Originated Trace

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

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.2 CLASS SERVICES, Continued****5.2.3 Rates and Charges****1. Monthly Rates**

Rates for this service are located in Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

2. Connection Charges

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

Rates are contained in Section 11 of this Tariff.

3. Trial Period

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.4, Service and Promotional Trials, below.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.3 CENTREX SERVICE FEATURES**

5.3.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

5.3.2 Description of Features

a. Camp On

This feature allows the switch to observe that a wanted line is busy, wait until it is free, then automatically and immediately connect the calling line that has been waiting.

b. Call Pickup

This feature allows a user to answer any call within an associated preset pickup group. If more than one line in the pickup group has an unanswered incoming call, the call to be answered is selected by the switching system. Call Pickup answers a call that has been directed to another station within the same preset Call Pickup group.

c. Call Transfer - All Calls

Call Transfer allows a station user to transfer an established call to another station. The station from which the call is transferred will be assessed any long distance charges incurred as a result of the transfer.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.3 CENTREX SERVICE FEATURES, Continued**

5.3.2 Description of Features, Continued

d. Directed Call Pickup with Barge-In

This feature answers calls directed to a specific line from any other telephone line in the user group.

e. Directed Call Pickup without Barge-In

This feature is identical to the Directed Call Pickup with Barge-In except, if the line being picked up has already been answered, the party dialing the pickup code is routed to reorder (i.e., fast busy) rather than permitted to barge in on the established connection and create a three-way call.

e. Circular Hunting

This feature (similar to regular hunting) is a line hunting arrangement that allows all lines in a multi-line hunt group (MLHG) to be tested for busy, regardless of the point of entry into the group. When a call is to a line in a MLHG, a regular hunt is performed starting at the station associated with the dialed number. It continues to the last station in the MLHG, then proceeds to the first station in the group and continues to hunt sequentially through the remaining lines in the group. Busy tone is returned if the original called station is reached without finding a station that is idle.

f. Series Completion

This feature is a form of hunting similar to the multiline hunt group hunting and the Call Forwarding Busy Line feature. It allows calls to be made to a busy directory number to be routed to another specified directory number. The series completion hunt begins with the originally dialed member of the series completion group, and searches for an idle directory number from the list of directory numbers.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.3 CENTREX SERVICE FEATURES, Continued**

5.3.2 Description of Features, Continued

g. Account Codes

This feature adds an account number (code) to an Automatic Message Accounting (AMA) and/or Message Detail Recording (MDR) record for assigning customer charges. The Company will define the number of digits in a customer's account code group.

h. Terminal Group and Station Restriction

This feature defines a station's network access capability either individually within a Centrex group or for the group as a whole. It defines the Centrex group and what level of access a station will have; i.e., intra-group only, toll restriction, etc.

i. Uniform Call Distribution

This feature is a hunting arrangement that assigns incoming calls uniformly among the stations in the group.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.3 CENTREX SERVICE FEATURES, Continued****5.3.3 Rates and Charges****1. Monthly Rates**

Rates for this service are located in Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

Rates are contained in Section 11 of this Tariff.

2. Connection Charges

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

Rates are contained in Section 11 of this Tariff.

3. Trial Period

The Company may elect to offer a free or reduced rate trial of any new Centrex feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.4, Service and Promotional Trials, below.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.4 SERVICE AND PROMOTIONAL TRIALS****5.4.1 General**

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

5.4.2 Regulations

- a. Appropriate notification of the Trial will be made to all eligible customers and will be filed with the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- b. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- c. All promotional service offerings will be filed with the Department for tariff approval. Promotions are not open ended and have an ending date within one year.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.4 SERVICE AND PROMOTIONAL TRIALS, Continued**

5.4.2 Regulations, Continued

- c. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- d. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- e. The Company retains the right to limit the size and scope of a Promotional Trial.
- f. Promotions will not exceed one-year's duration.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.5 BUSY VERIFICATION AND INTERRUPT SERVICE**

5.5.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

5.5.2 Rate Application

- a. A Verification Charge will apply when:
 1. The operator verifies that the line is busy with a call in progress, or
 2. The operator verifies that the line is available for incoming calls.
- b. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- c. No charge will apply when the calling party advises that the call is from an official public emergency agency.

5.5.3 Rates

Rates are contained in Section 11 of this Tariff.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.6 TRAP CIRCUIT SERVICE**

5.6.1 General

Trap Circuit Service is designed to allow the customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held and traced.

5.6.2 Regulations

- a. This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.
- b. The customer shall be required to sign a written request for this service. By signing the request the customer shall release the Company from any liability, and the customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.
- c. The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.
- d. The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.7 DIRECTORY ASSISTANCE SERVICE**

5.7.1 General

- A. The Company furnishes directory assistance service to aid customers in determining telephone numbers.
- B. Rates apply to calls originated in Massachusetts that are placed to appropriate telephone numbers associated with the provision of directory assistance service for Massachusetts. Certain calls as described in Section 5.7.3 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.
- E. Directory assistance service for Massachusetts listings located outside a customer's LATA is not available from the following services.
 - 1. Dormitory Communications service (DCS) Lines
 - 2. Toll denied or restricted lines
 - 3. Hotel/motel and hospital toll access trunk lines that are routed to special operator equipped locations
 - 4. Public Access Smart-Pay Lines (PASL)
 - 5. Public Access Lines (PAL)
- F. Directory assistance service for Massachusetts listings located outside a customer's LATA is available only on a direct dialed basis and may not be alternately billed.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.7 DIRECTORY ASSISTANCE SERVICE**

5.7.2 Call Allowance

- A. In order to accommodate situations such as directory inaccessibility, numbers not found in the directory, etc., an allowance consisting of a number of calls (which may be either directly dialed or operator dialed) to directory assistance service is provided as follows.
1. Ten calls for each residence exchange line, business main telephone exchange service line, business PBX trunk line, DCS line, or Student Centrex main station line per billing period.
 2. The call allowance for Centrex main station lines is ten calls per equivalent number of PBX trunks. The number of equivalent PBX trunks for each Centrex system is determined in accordance with its PBX Equivalency (e.g., a Centrex system consisting of 114 Centrex main station lines, the equivalent number of PBX trunks is 17 and the call allowance is 170 per billing period).
 3. The call allowance for residence PBX main station lines is ten calls per billing period. The number of residence PBX main station lines to which the allowance applies is determined in accordance with its PBX Equivalency. Where a range in the number of main station lines is indicated, the midpoint in the range for the corresponding PBX trunk configuration applies, (e.g., for eight trunks the number of main station lines is 22 to 28 and the number to which the allowance applies is 25 for a total call allowance of 250 per billing period).
- B. If a customer has two or more main telephone exchange service lines, Centrex station lines, or PBX trunk lines terminating at the same premises, connected 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 5 - SUPPLEMENTAL SERVICES, Continued**5.7 DIRECTORY ASSISTANCE SERVICE, Continued****5.7.3 Exemptions**

- A. Directly dialed calls to directory assistance are exempt from directory assistance rates and regulations when placed from the following locations.
 - 1. A residential main telephone exchange line, which is in the name of an elderly person aged 65 years or older, or single line registered business or residence main telephone exchange line of a handicapped user. A business or residence 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.
 - 2. Handicapped users on multi-line systems will obtain personal exemptions and may reach directory assistance without a charge through the use of an exempt Calling Card.
- B. All directory assistance calls originated from exchange lines of the Commonwealth and its political subdivisions are exempt.
- C. Calls to directory assistance service requesting nondirectory listed or nonpublished service telephone numbers are exempt.
- D. 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.
- E. PSAL or PAL.

5.7.4 Application of Rates and Charges

Directory assistance calls, in excess of the call allowance, requesting a combination of Massachusetts listings within and outside a customer's LATA incur the higher rate.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.8 LOCAL OPERATOR SERVICE**

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station-to-station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate service), the usage charge is \$0.00. In addition to usage charges, an operator assistance charge applies to each call:

5.9 STAND ALONE VOICE MAIL SERVICE *

5.9.1 Description

Stand Alone Voice Mail Service is offered to a customer when a physical Service Line is not necessary. The customer must access Voice Mail through the use of other network access service provided by the Company or other telecommunications common carriers. Such access, including applicable local usage and toll charges, is the responsibility of the Voice Mail Service customer. Voice mail that is offered in conjunction with line-based service is offered pursuant to the terms specified in the applicable section of this tariff pertaining to the associated line-based service.

* Certain "enhanced" services including stand alone voicemail are not regulated by the MDTE and are included in this tariff for informational purposes only.

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SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.10 BLOCKING SERVICE**

5.10.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

- a. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- b. 900, 700, 333 (Rochester LATA, only), 396, 540, 550, 551 (Syracuse LATA, only), 770 (NY Metro LATA, only), 910, 920, 970, 971, 974 & 976 Blocking - allows the subscriber to block all calls beginning with the above prefixes from being placed.
- c. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- d. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- e. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
- f. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued

5.10 BLOCKING SERVICE, Continued

5.10.2 Regulations

1. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
2. Blocking Service is available where equipment and facilities permit.

5.10.3 Rates and Charges

1. Recurring and Nonrecurring Charges

Rates are contained in Section 11 of this Tariff.

The nonrecurring charge for initial request of one and two-line business customers is waived for 90 days from the customer's service establishment date.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued

5.10 BLOCKING SERVICE, Continued

5.10.3 Rates and Charges, Continued

1. Recurring and Nonrecurring Charges, Continued
2. Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.
3. Connection charges apply as specified in Section 3 of this tariff.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.11 CUSTOMIZED NUMBER SERVICE**

5.11.1 General

- a. Customized Number Service allows a customer to order a specified telephone number rather than the next available number.
- b. Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- c. The Company will not be responsible for the manner in which the customer uses Customized Numbers for marketing purposes.
- d. When a new customer assumes an existing service that includes Customized Number Service, the new customer may keep the Customized Number, at the tariffed rate, with the written consent of the Company and the former customer.
- e. The Company reserves and retains the right:
 1. To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
 2. Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Tariff;
 3. To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
 4. The limitation of liability provisions of this tariff in Section 2.1.1 are applicable to Customized Number Service.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued**5.11 CUSTOMIZED NUMBER SERVICE, Continued**

5.11.2 Conditions

- a. Charges for Customized Number Service apply when a customer:
 1. Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
 2. Requests a number change from the customer's present number to a Customized Number.
- b. The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

5.11.3 Rates

Rates are contained in Section 11 of this Tariff.

SECTION 5 - SUPPLEMENTAL SERVICES, Continued
5.12 CUSTOMER REQUESTED SERVICE SUSPENSIONS

5.12.1 At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

5.12.2 The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month (up to the one year limit)	1/2 Regular Monthly Rate

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SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES**6.1 GENERAL**

Residential Network Switched Service provides a residential customer with a connection to the Company's switching network that enables the customer to:

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

SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, Continued**6.2 SERVICE DESCRIPTIONS AND RATES**

The following Residential Network Switched Service Options are offered:

- Metered Rate Service
- Residential Message Rate Service
- Key Residential Line Service

All Residential Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service * is available.

The following Custom Calling Service features are offered to Residential Network Switched Service Subscribers:

- Three Way Calling
- Call Forward Busy
- Call Forward Don't Answer
- Call Forward Variable
- Call Hold
- Call Waiting
- Cancel Call Waiting
- Distinctive Ringing
- Regular Multiline Hunting
- Speed Calling

* Certain "enhanced" services including voicemail are not regulated by the MDTE and are included in this tariff for informational purposes only.

SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, Continued**6.2 SERVICE DESCRIPTIONS AND RATES, Continued**

The following CLASS features are offered to Residential Network Switched Service Subscribers:

- Call ID
- Automatic Redial
- Automatic Call Back
- Automatic Recall
- Customer Originated Trace

Charges for Residential Network Switched Service include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to optional voice mail and service features. Message charges apply to Message Rated Service, in addition to other rate elements described above.

SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, Continued**6.2 SERVICE DESCRIPTIONS AND RATES, Continued****6.2.1 Metered Rate Service (not available)***

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1. Description

Metered Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Service to points within the local calling area is included in the charge for Metered Rate Service and includes 2400 minutes of use per month. Local calling areas are as specified in Section 10.

Each Metered Rate Service line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Metered Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Metered Rate Service Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

* This service is no longer available to new accounts, but customers who have this existing service are permitted to be grandfathered if their accounts remain current.

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SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, Continued

6.2 SERVICE DESCRIPTIONS AND RATES, Continued

6.2.1 Metered Rate Service, Continued (not available)*

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2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Rates are contained in Section 11 of this Tariff

* This service is no longer available to new accounts, but customers who have this existing service are permitted to be grandfathered if their accounts remain current.

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SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, Continued**6.2 SERVICE DESCRIPTIONS AND RATES, Continued**

6.2.2 Message Rate Service (not available) *

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Message Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of the number of completed calls during the billing period. Local calling areas are as specified in Section 10.

1. Description

Each Message Rate Service Line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Message Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Measured Rate Port has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

* This service is no longer available to new accounts, but customers who have this existing service are permitted to be grandfathered if their accounts remain current.

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SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, Continued**6.2 SERVICE DESCRIPTIONS AND RATES, Continued**

6.2.2 Message Rate Service, Continued (not available)*

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2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

Rates are contained in Section 11 of this Tariff.

3. Message Usage Charges

Rates are contained in Section 11 of this Tariff.

* This service is no longer available to new accounts, but customers who have this existing service are permitted to be grandfathered if their accounts remain current.

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SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, Continued**6.2 SERVICE DESCRIPTIONS AND RATES, Continued****6.2.3 Key Residential Line Service****1. General**

Key Residential Line Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. The Key Residential Line is available as a flat rate or message rated service. Key Residential Line Service is provided for connection of customer-provided key system terminal equipment. All key system lines will be equipped with touchtone and multiline hunt.

Each Key Residential Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Type:	Dual-tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only or Out-Only, as specified by the customer

SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, Continued

6.2 SERVICE DESCRIPTIONS AND RATES, Continued

6.2.3 Key Residential Line Service, Continued

2. Flat Rate Key Residential Line Service

1. Description

Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified below.

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Rates are contained in Section 11 of this Tariff

SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, Continued**6.2 SERVICE DESCRIPTIONS AND RATES, Continued****6.2.3 Key Residential Line Service, Continued****3. Message Rate Key Residential Line Service****1. Description**

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 10.

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

Rates are contained in Section 11 of this Tariff.

3. Message Usage Charges

Rates are contained in Section 11 of this Tariff.

SECTION 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, Continued**6.2 SERVICE DESCRIPTIONS AND RATES, Continued**

6.2.4 Flat-Rate Bundled Pricing Plan

Nonrecurring Connection Charge:	\$48.00
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Monthly Recurring Charges:	
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- Each Service Line	\$69.95
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6.3 ADDITIONAL SERVICE FEES

6.3.1 Incumbent Telco Surcharge

The Company will assess a surcharge on all local exchange services provisioned through an unbundled network element platform ("UNEP") basis. The surcharge applies to all local exchange service rates provided for in this tariff.

Charges will be rounded to the nearest whole penny.

Rates are contained in Section 11 of this Tariff.

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES**7.1 GENERAL**

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

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

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 2 apply to all service on a one-time basis unless waived pursuant to this Tariff.

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued**7.2 SERVICE DESCRIPTIONS AND RATES**

The following Business Access Service Options are offered:

- Basic Business Line Service
- Business Key System Line Service
- Shared Tenant Service
- PBX Trunks
- Centrex Service

Basic Business Line Service, Key System Line Service, Shared Tenant Service and Analog PBX trunks are offered with flat rate or message rate local service, at the option of the customer. Digital PBX Trunks are offered on a flat rate basis only.

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued**7.2 SERVICE DESCRIPTIONS AND RATES, Continued**

7.2.1 Basic Business Line Service

1. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

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

Section 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued**7.2 SERVICE DESCRIPTIONS AND RATES, Continued**

7.2.1 Basic Business Line Service, Continued

2. Flat Rate Basic Business Line Service

1. Description

Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in Section 10.

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Rates are contained in Section 11 of this Tariff.

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued**7.2 SERVICE DESCRIPTIONS AND RATES, Continued**

7.2.1 Basic Business Line Service, Continued

3. Local Measured Service Rate Basic Business Line Service

1. Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 10.

2. Recurring and Nonrecurring Charges

Charges for each Local Measured Service Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of minutes used during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Rates are contained in Section 11 of this Tariff.

3. Message Usage Charges

Rates are contained in Section 11 of this Tariff.

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued
7.2 SERVICE DESCRIPTIONS AND RATES, Continued

7.2.2 Business Key System Line Service

1. Description

Business Key System Line Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. The Business Key System Line is available as a message rated service. Business Key System Line Service is provided for connection of customer-provided key system terminal equipment. All key system lines will be equipped with touchtone and multiline hunt.

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 10.

Each Business Key System Line has the following characteristics:

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

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued

7.2 SERVICE DESCRIPTIONS AND RATES, Continued

7.2.2 Business Key System Line Service, Continued

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

Rates are contained in Section 11 of this Tariff.

3. Message Usage Charges

Rates are contained in Section 11 of this Tariff.

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued
7.2 SERVICE DESCRIPTIONS AND RATES, Continued

7.2.3 Shared Tenant Service (not available)*

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1. General

Shared Tenant Service is a multi-station system furnished in apartment and townhouse complexes for the use of the residents. The "customer" for shared tenant service is the owner of an apartment complex or reseller for shared tenant service. This service enables the customer or locations served by the customer to originate and receive calls within its system at no additional charge. The customer is responsible for payment of all charges, including local and toll charges and all nonrecurring monthly charges.

Each Shared Tenant Service Line has the following characteristics:

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

2. Flat Rate Shared Tenant Service

1. Description

Service to points within the local calling area is included in the charge for Flat Rate Shared Tenant Service. Local calling areas are as specified in Section 10.

2. Recurring and Nonrecurring Charges

Rates are contained in Section 11 of this Tariff.

* This service is no longer available to new accounts, but customers who have this existing service are permitted to be grandfathered if their accounts remain current.

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SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued**7.2 SERVICE DESCRIPTIONS AND RATES, Continued****7.2.3 Shared Tenant Service, Continued****3. Message Rate Shared Tenant Service (not available)***

(T)

1. Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period. Local calling areas are as specified in Section 10.

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Rates are contained in Section 11 of this Tariff.

3. Message Usage Charges

Rates are contained in Section 11 of this Tariff.

* This service is no longer available to new accounts, but customers who have this existing service are permitted to be grandfathered if their accounts remain current.

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SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued
7.2 SERVICE DESCRIPTIONS AND RATES, Continued

7.2.4 PBX Trunk Service (not available)*

(T)

1. General

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

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SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued
7.2 SERVICE DESCRIPTIONS AND RATES, Continued

7.2.4 PBX Trunk Service, Continued (not available)* (T)

2. Flat Rate Analog PBX Trunks (not available)* (T)

1. General

Service to points within the local calling area is included in the charge for Flat Rate Analog PBX Trunk Service. Local calling areas are as specified in Section 10.

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

Rates are contained in Section 11 of this Tariff.

3. Message Rate Analog PBX Trunks, Continued

a. Description

Message Rate Analog PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel that can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a message rate basis. DID trunks are arranged for one-way inward calling only.

b. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. Charges for each Message Rate PBX Truck include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period. Local calling areas are as specified in Section 10.

Rates are contained in Section 11 of this Tariff.

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SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued

7.2 SERVICE DESCRIPTIONS AND RATES, Continued

7.2.4 PBX Trunk Service, Continued (not available)* (T)

3. Message Rate Analog PBX Trunks, Continued (not available)* (T)

3. Message Usage Charges

Rates are contained in Section 11 of this Tariff.

4. Analog DID Trunks

Rates are contained in Section 11 of this Tariff.

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SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued**7.2 SERVICE DESCRIPTIONS AND RATES, Continued**

7.2.4 PBX Trunk Service, Continued (not available)* (T)

5. Digital PBX Trunk Service (not available)* (T)

1. Description

Digital PBX Trunk Service provide a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface: Channel Bank or DSX-1 panel

Signaling Type: Loop, Ground, E&M I, II, III

Start Dial Indicator: Immediate Wink, Delay Dial, Dial Tone

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: In-Coming or Out-Going Only, as specified by the customer

Service to points within the local calling area is included in the charge for Digital PBX Trunk Service. Local calling areas are as specified in Section 10.

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SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued
7.2 SERVICE DESCRIPTIONS AND RATES, Continued

7.2.4 PBX Trunk Service, Continued (not available)* (T)

5. Digital PBX Trunk Service, Continued (not available)* (T)

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. Charges for each Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

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

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SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued**7.2 SERVICE DESCRIPTIONS AND RATES, Continued**

7.2.5 Centrex Service (not available)*

(T)

1. Description

Centrex Service is a multi-station system offered to the business customer with 2 or more lines or trunks. It consists of digital switching equipment in the Company's switches connected to station lines on the customer's premises. Centrex Service enables the customer to originate and receive local calls within its system at no additional charge. Service to points within the local calling area is included in the charge for Centrex Service. Local calling areas are as specified in Section 10.

Centrex Service is offered on a contracted basis with four terms: 24, 36, 60 and 84 months. Thirty days prior to the expiration of the contract term, the subscriber may cancel service or renew for a new term commitment. If the subscriber does not cancel or renew the service, service will continue on a month-to-month basis at the monthly rate associated with the twenty-four month term plan.

Each Centrex Station Line has the following characteristics:

Terminal Interface:	2-Wire or 4-Wire as required for the provision of service
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-Way, In-Only or Out-Only

2. Features

The Centrex customer chooses one of three feature packages: Basic, Enhanced and Premium. Basic Centrex includes all Centrex features except attendant features and Customer Management System. Enhanced Centrex includes attendant features. Premium Centrex offers all features, attendant features and Customer Management system.

The following Centrex features are available to the customer of Centrex Service at no additional charge:

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SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued**7.2 SERVICE DESCRIPTIONS AND RATES, Continued**

7.2.5 Centrex Service, Continued (not available)*

(T)

2. Features, Continued

	Basic	Enhanced	Premium
Add-On Hold	X	X	X
Attendant Camp On		X	X
Attendant Conference		X	X
Attendant Direct Station Selection		X	X
Automatic Call Distribution			X
Automatic Route Selection (ARS)	X	X	X
Call Forward - Busy	X	X	X
Call Forward - No Answer	X	X	X
Call Pickup	X	X	X
Call Transfer Internal	X	X	X
Call Transfer Outside	X	X	X
Call Waiting	X	X	X
Call Waiting - Attendant Lamp		X	X
Code Calling	X	X	X
6-Way Conference			X
Directed Call Pickup	X	X	X
Group Numbering	X	X	X

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SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued**7.2 SERVICE DESCRIPTIONS AND RATES, Continued**

7.2.5 Centrex Service, Continued (not available)*

(T)

2. Features, Continued

	Basic	Enhanced	Premium
Intercom Dialing	X	X	X
Loudspeaker Paging	X	X	X
Manual Control of ARS		X	X
Make Busy	X	X	X
Multiline Hunt	X	X	X
Night Service	X	X	X
Outward Call for PBX	X	X	X
Power Fail Transfer	X	X	X
Queuing	X	X	X
Single Digit Dialing	X	X	X
Tandem Dialing	X	X	X
Toll Diversion - Attendant		X	X
Uniform Call Distribution	X	X	X
Customer Management System			X
Speed Calling	X	X	X
Three Way Calling	X	X	X

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SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES, Continued

7.2 SERVICE DESCRIPTIONS AND RATES, Continued

7.3.1 Incumbent Telco Surcharge

The Company will assess a surcharge on all local exchange services provisioned through an unbundled network element platform (“UNEP”) basis. The surcharge applies to all local exchange service rates provided for in this tariff.

Charges will be rounded to the nearest whole penny.

Rates are contained in Section 11 of this Tariff.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS**8.1 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER**

- 8.1.1 As required by Chapter 166 §15E of Massachusetts General Law, the Company will provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.
- 8.1.2 A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the Commonwealth of Massachusetts.
- 8.1.3 The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- 8.1.4 The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 8.1.5 The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued**8.2 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER****8.2.1 General**

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a 50% discount on local message rate service.

8.2.2 Certification

Acceptable certifications are:

1. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the Commonwealth of Massachusetts, or
2. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

8.2.3 Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See Section 11, "Handicapped Person," for a listing of the necessary qualifications.

8.2.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued**8.3 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE**

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued**8.4 MASSACHUSETTS RELAY SERVICE****8.4.1 General**

The Company will provide access to a telephone relay center for Massachusetts Relay Service. The service permits telephone communications between hearing and/or speech-impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

8.4.2 Regulations

- a. Only intrastate calls can be completed using the Massachusetts Relay Service under the terms and conditions of this tariff.
- b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- c. Calls through the Relay Service may be billed to a third number only if that number is within the Commonwealth of Massachusetts. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued**8.4 MASSACHUSETTS RELAY SERVICE, Continued****8.4.2 Regulations, Continued**

- d. The following calls may not be placed through the Relay Service:
1. calls to informational recordings and group bridging service;
 2. calls to time or weather recorded messages;
 3. station sent paid calls from coin telephones; and
 4. operator-handled conference service and other teleconference calls.

8.4.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued**8.5 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS****8.5.1 General**

Persons who are blind or whose disability causes difficult with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the Commonwealth of Massachusetts at a special rate or to place calls from a telephone outside of the Company's territory, but within the Commonwealth of Massachusetts at rates applicable to the territory from which the call is made.

8.5.2 Rates

Within the Company's Territory:

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card will be billed at the higher operator handled rate.

Outside the Company's Territory, but within the Commonwealth of Massachusetts:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued**8.5 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS, Continued**

8.5.3 Qualification

The follow criteria will be used to determine eligibility for the Special Credit Card:

1. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.
2. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as result of physical limitations.
3. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or noncoin telephone. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued**8.5 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS, Continued****8.5.4 Billing Authorization**

Responsibility for payment of charges may be handled in one of two ways:

1. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
2. Another party may agree to accept responsibility for payment of charges incurred through use of the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued**8.6 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM**

8.6.1. General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff and the (additional company tariff references, if appropriate) at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the Massachusetts Department of Telecom and Energy in its Order 97-68 Adopting Discounts for Services for Schools and Libraries, issued August 12, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued**8.6 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM, Continued**

8.6.2. Regulations

1. Obligation of eligible schools and libraries
 - a. Requests for service
 1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
 2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
 3. Services requested will be used for educational purposes.
 4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.
 2. Obligations of the Company
 - a. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff that are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.
 - b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued

8.6 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM, Continued

8.6.2. Obligations of the Company, Continued

- c. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to Massachusetts DTE approval.

8.6.3. Discounted Rates for Schools and Libraries

1. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
2. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
3. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued**8.7 HEALTH CARE PROVIDERS SUPPORT PROGRAM**

8.7.1. General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

8.7.2. Regulations

- a. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- b. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- c. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued**8.7 HEALTH CARE PROVIDERS SUPPORT PROGRAM, Continued**

8.7.2. Regulations, Continued

d. Responsibility of eligible health care providers, Continued

1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
4. A health care provider that cannot obtain toll free access to an Internet Service Provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued

8.7 HEALTH CARE PROVIDERS SUPPORT PROGRAM, Continued

8.7.2. Regulations, Continued

e. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1, preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to Department approval.

SECTION 8 – SPECIAL SERVICES AND PROGRAMS, Continued**8.7 HEALTH CARE PROVIDERS SUPPORT PROGRAM, Continued****3. Rates and Charges**

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location:

- a. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in the Commonwealth of Massachusetts with a population of at least 50,000.
- b. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in the Commonwealth of Massachusetts with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- c. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

ATTACHMENT

A. SERVICES INELIGIBLE FOR SCHOOLS AND LIBRARIES DISCOUNT

1. Voice Mail Services

B. SCHOOLS AND LIBRARIES DISCOUNT MATRIX

HOW DISADVANTAGED	% DISCOUNT LEVEL	
	URBAN DISCOUNT	RURAL DISCOUNT
% of students eligible for national school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

SECTION 9 - SPECIAL ARRANGEMENTS**9.1 SPECIAL CONSTRUCTION****9.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements.
2. Cost of maintenance.
3. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

SECTION 9 - SPECIAL ARRANGEMENTS, Continued**9.1 SPECIAL CONSTRUCTION, Continued**

9.1.2 Basis for Cost Computation, Continued

4. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
5. License preparation, processing, and related fees.
6. Tariff preparation, processing and related fees.
7. Any other identifiable costs related to the facilities provided; or
8. An amount for return and contingencies.

9.1.3 Termination Liability

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

- 9.1.3.1 The period on which the termination liability is based is the estimated service life of the facilities provided.
- 9.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

SECTION 9 - SPECIAL ARRANGEMENTS, Continued**9.1 SPECIAL CONSTRUCTION, Continued**

9.1.3 Termination Liability, Continued

9.1.3.2, Continued

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements;
2. license preparation, processing, and related fees;
3. tariff preparation, processing and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

9.1.3.3 The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.2 preceding shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

SECTION 9 - SPECIAL ARRANGEMENTS, Continued**9.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the 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.

9.3 CUSTOMER SPECIFIC PRICING

This Customer Specific Pricing ("CSP") Arrangement is in response to the specific, individual requirements of the customer and/or a competitive bidding process. It differs from that of the Company's standard tariff offering in that it contains a custom service arrangement and/or terms and/or volume commitments. Because the CSP customer is not "under like circumstances" as other customers, the CSP arrangement complies and is consistent with the statutory and regulatory requirements set forth in MA General Law, Chapter 159 and D.P.U. 90-24.

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SECTION 10 - BILLING AND COLLECTION SERVICES**10.1 Billing Name and Address Service**

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Telephone Company.

BNA Service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Telephone Company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) for data communications services is furnished on a manual basis only.

SECTION 10 - BILLING AND COLLECTION SERVICES, Continued**10.1 Billing Name and Address Service, Continued**

10.1.1 Undertaking of the Telephone Company

- (A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Telephone Company. The Telephone Company will provide the response by first class U.S. Mail within ten (10) business days.
- (B) Upon receipt of a magnetic tape of recorded customer messages, the Telephone Company will, at the request of the customer, provide BNA service on a mechanized basis. The customer may provide the tape of messages or, where the customer subscribes to Recording Service, may be the output from that service. The Telephone Company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Telephone Company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The Telephone Company will process and mail tapes which are the output of Recording Service every fifth business day.

- (C) The Telephone Company will specify the format in which requests and tapes are to be submitted.
- (D) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Telephone Company records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Telephone Company will provide an indicator on the confidential records.
- (E) The Telephone Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message originated.

SECTION 10 - BILLING AND COLLECTION SERVICES, Continued**10.1 Billing Name and Address Service, Continued**

10.1.2 Obligations of the Customer

- (A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- (B) A customer which orders BNA Service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Telephone Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- (C) The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the Telephone Company in accordance with Telephone Company's procedures concerning confidential information. The Telephone Company will provide to the customer a statement of its procedures concerning confidential information.
- (D) The customer shall not publicize or represent to others that the Telephone Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA service.
- (E) When the customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Telephone Company. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage.

SECTION 10 - BILLING AND COLLECTION SERVICES, Continued**10.1 Billing Name and Address Service, Continued**

10.1.2 Obligations of the Customer, Continued

(E) Continued

This whole number percentage will be used by the Telephone Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Telephone Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

Effective on the first of January, April, July and October of each year, the customer may update the jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August and November). No prorating or back billing will be done based on the report. If the customer does not supply the report, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the order for service.

(F) The Telephone Company shall use reasonable efforts to provide accurate and complete lists. The Telephone Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

SECTION 10 - BILLING AND COLLECTION SERVICES, Continued**10.1 Billing Name and Address Service, Continued**

10.1.3 Rate Regulations

- (A) Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a Master BNA List for a customer.
- (B) A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The Telephone Company will keep a count of the requests and of the messages processed. The Telephone Company will bill the customer in accordance with these counts whether or not the Telephone Company was able to provide BNA information for all requests and messages.

SECTION 10 - BILLING AND COLLECTION SERVICES, Continued**10.1 Billing Name and Address Service, Continued**

10.1.3 Rate Regulations, Continued

- (C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate section, following, apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Telephone Company between interstate and intrastate.

The percentages provided in the reports as set forth in 12.1.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e. requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

- (D) When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

- (E) Rates:

Rates are contained in Section 11 of this Tariff.

SECTION 11 – CURRENT RATES

The following rates correspond to the referenced Tariff sections:

Section 3 - CONNECTION CHARGES
3.2 RESTORAL CHARGE

Residence	\$20.00	(I)
Business	\$50.00	(I)

3.3 MOVES, ADDS AND CHANGES

Residence Move - Per Order	\$39.00
Residence Add - Per Order	\$39.00
Residence Change - Per Order	\$15.00
Business Move - Per Order	\$59.00
Business Add - Per Order	\$59.00
Business Change - Per Order	\$35.00

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT
3.4.2 Trouble Isolation Charge

Residence	\$10.00
Business	\$10.00

3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE \$5.00

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SECTION 11 – CURRENT RATES, Continued

Section 3 - CONNECTION CHARGES, Continued

3.6. LEASED LINE SERVICE

Base Rates for Recurring Charges

<u>Transmission Speed</u>	<u>Term of Contract in Months</u>			
	12	18	24	36
DS1	\$699.00 \$549.00	\$649.00		\$599.00

Note: The foregoing rates are per circuit, per month. Contracts over 36 months will be priced ICB.

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SECTION 11 – CURRENT RATES, Continued

Section 3 - CONNECTION CHARGES, Continued

3.6. LEASED LINE SERVICE, Continued

Volume Discount Percentages by Contract Term

<u>Volume</u>	<u>Term of Contract in Months</u>			
	12	18	24	36
\$1,000.00	5%	7%	9%	11%
\$2,000.00	7%	9%	11%	13%
\$3,000.00	9%	11%	13%	15%
\$4,000.00	11%	13%	15%	17%
\$5,000.00	13%	15%	17%	19%
\$6,000.00	15%	17%	19%	21%
\$7,000.00	17%	19%	21%	23%
\$8,000.00	19%	21%	23%	25%
\$9,000.00	21%	23%	25%	27%
\$10,000.00	23%	25%	27%	29%

Note: All Volume Discounts are applied when the End User reaches the specified level. Volume amounts over the next lower increment will be rounded down to that lower increment. Volume discounts are based on the gross monthly cost of service and are applied to the base rate per circuit, per month.

Example: End User orders 8 DS1 circuits on a 36 month contract.

Base Rate per DS1 for a 36 Mo. Contract = \$549.00

Multiplied by 8 circuits, Gross Monthly Cost = \$4392.00

Volume Discount to apply at the \$4,000.00 level = 17%

Net Monthly Cost after discounts = \$3645.36 or \$455.67 per DS-1

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SECTION 11 – CURRENT RATES, Continued

Section 3 - CONNECTION CHARGES, Continued

3.6. LEASED LINE SERVICE, Continued

Non-Recurring Installation Charges

Per **DS1 IP**

Within 5 Miles of Point of Presence	\$250.00
Within 25 Miles of Point of Presence	\$250.00
Within 50 miles of Point of Presence	\$250.00

Order Change

Per Change:	\$600.00
Reconnection	

Per Reconnection:	\$600.00
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Monthly Billing Fee	\$8.00
NOC Service Fee	
Per Hour	\$75.00
Move Order	\$600.00
Early Termination Fee	\$3,600.00
Expedite Fee	\$2,250.00

Maintenance Visit Charges

Mon-Sat, 8 am-5 pm:	
Initial 15 minutes or fraction thereof	\$45.00
Each additional 15 minutes	\$10.00

Sun and Mon-Sat, excluding 8 am-5 pm:	
Initial 15 min. or fraction thereof	\$55.00
Each additional 15 minutes or fraction thereof	\$15.00

Holidays:	
Initial 15 minutes or fraction thereof	\$55.00
Each additional 15 min. or fraction thereof	\$15.00

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SECTION 11 – CURRENT RATES, Continued**Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES****4.5 CALL CHARGES**

Mileage	Peak		Off-Peak	
	First Minute	Each Additional Minute	First Minute	Each Additional Minute
0 - 8	.06	.06	.06	.06
9 - 13	.06	.06	.06	.06
over 13	.06	.06	.06	.06

4.5.2 Per Call Service Charges

Customer Dialed Calling Card	\$.75
Person to Person	\$2.00
3rd Number Billed	\$2.00
All other Operator Assistance	\$.20 per work second

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SECTION 11 – CURRENT RATES, Continued**Section 5 - SUPPLEMENTAL SERVICES****5.1 CUSTOM CALLING SERVICE**

1. Monthly Rates

Current rates for this service are located in the Section 13 Rate Schedules for Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

2. Connection Charges \$ 5.00

5.2 CLASS SERVICES

1. Monthly Rates

Current rates for this service are located in the Section 13 Rate Schedules for Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

2. Connection Charges \$5.00

SECTION 11 – CURRENT RATES, Continued

Section 5 - SUPPLEMENTAL SERVICES, Continued

5.3 CENTREX SERVICE FEATURES

1. Monthly Rates

Current rates for this service are located in the Section 13 Rate Schedules for Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

2. Connection Charges See Section 3

5.4 Reserved for Future Use

5.5 BUSY VERIFICATION AND INTERRUPT SERVICE

Verification Charge, each request	\$2.00
Interrupt Charge, each request	\$2.00

5.6 TRAP CIRCUIT SERVICE

Per request See Section 3

SECTION 11 – CURRENT RATES, Continued**Section 5 - SUPPLEMENTAL SERVICES**, Continued

5.7 DIRECTORY ASSISTANCE SERVICE

Per call \$1.25

5.8 LOCAL OPERATOR SERVICE

Local Operator Assistance, per call: \$.50

5.9 STAND ALONE VOICE MAIL SERVICE N/A

Per Individual Mail Address (up to 100 Mail Addresses):

	Residence	Business
Nonrecurring Charge	N/A	N/A
Recurring Charges:		
- Month to Month	N/A	N/A
- Twelve Months	N/A	N/A

Over 100 Mail Addresses: individual case basis

SECTION 11 – CURRENT RATES, Continued**Section 5 - SUPPLEMENTAL SERVICES, Continued****5.10 BLOCKING SERVICE**

	Nonrecurring Charge
900 and 700 Blocking	
- Residential	\$3.50
- Business (up to 200 lines)	\$50.00
900, 971, 974, and 700 Blocking	
- Residential	\$3.50
- Business (up to 200 lines)	\$50.00
	Monthly Charges
Third Number Billed and Collect Call Restriction	
- Residential	\$3.50
- Business (up to 200 lines)	\$50.00
Toll Restriction	
- Residential	\$3.50
- Business (up to 200 lines)	\$50.00

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SECTION 11 – CURRENT RATES, Continued**Section 5 - SUPPLEMENTAL SERVICES**, Continued

5.10 BLOCKING SERVICE, Continued

Toll Restriction Plus
- per line

- Residential	\$5.00
- Business (up to 200 lines)	\$5.00

Direct Inward Dialing Blocking
(Third Party and Collect Call)

- Initial Activation	\$48.00
- Subsequent Activation (per line)	\$3.50

2. Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.
3. Connection charges apply as specified in Section 3 of this tariff.

SECTION 11 – CURRENT RATES, Continued

Section 5 - SUPPLEMENTAL SERVICES, Continued

5.11 CUSTOMIZED NUMBER SERVICE

Set-up Charges

Residential Customer	\$25.00
Business Customer	\$25.00

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SECTION 11 – CURRENT RATES, Continued**Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES**

6.2.1 Metered Service

Nonrecurring Connection Charge:	\$48.00
Monthly Recurring Charges:	
- Each Service Line <i>Includes 2400 local minutes of use per month</i>	\$31.95
- Overage rate per minute	\$0.01
- Voice Mail Option, per line *	\$N/A
Custom Calling Features (per line, per month)	
- First Feature per line is included	
- Three Way Calling/Call Hold	\$5.00
- Call Forwarding	\$5.00
- Call Waiting/Cancel Call Waiting	\$5.00
- Distinctive Ringing	
1st Additional Number	\$5.00
2nd Additional Number	\$5.00
- Regular Multiline Hunting	\$4.00
- Speed Calling	
8 Number List	\$3.50
30 Number List	\$5.50
- Package of 3 features	\$13.90
- Package of 6 features	\$25.50
- Package of 9 features	\$36.00

*Certain "enhanced" services including stand-alone voicemail are not regulated by the MDTE and are included in this tariff for informational purposes only.

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SECTION 11 – CURRENT RATES, Continued**Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES, Continued**

6.2.1 Metered Service, Continued

CLASS Features
(per line, per month)

- Call ID	\$6.00
- Automatic Redial	\$6.00
- Automatic Recall	\$6.00
- Customer Originate Trace (per use)	\$6.00
- Package of 3 features	\$13.90
- Package of 6 features	\$25.50
- Package of 9 features	\$36.00

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SECTION 11 – CURRENT RATES, Continued**Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES**, Continued

6.2.2 Message Rate Service

	<u>Rate</u>
Nonrecurring Connection Charge:	n/a
Monthly Recurring Charges:	
- Each Base Service Line	n/a
- Voice Mail Option, per line *	n/a
Custom Calling Features (per line, per month)	
- Each feature	n/a
- Package of 3 features	n/a
- Package of 6 features	n/a
- Package of 9 features	n/a
CLASS Features (per line, per month)	
- Each feature	n/a
- Package of 3 features	n/a
- Package of 6 features	n/a
- Package of 9 features	n/a

* Certain “enhanced” services including stand alone voicemail are not regulated by the MDTE and are included in this tariff for informational purposes only.

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SECTION 11 – CURRENT RATES, Continued**Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES**, Continued

6.2.3 Flat-Rate Bundled Pricing Plan

Nonrecurring Connection Charge:	\$48.00	
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Monthly Recurring Charges:		
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-	Each Service Line	\$69.95	(I)
	<i>Includes selection of custom calling features</i>		

6.3.1	Incumbent Telco Surcharge	3.89%	
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SECTION 11 – CURRENT RATES, Continued

Section 7 - BUSINESS NETWORK SWITCHED SERVICES

7.2.1 Basic Business Line Service

1. Flat Rate Basic Business Line Service

Local Calling Line

- Line Charge (per line) \$ 60.00
- Unlimited Domestic Long Distance Option \$ 29.95

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SECTION 11 – CURRENT RATES, Continued**Section 7 - BUSINESS NETWORK SWITCHED SERVICES**, Continued

7.2.1 Basic Business Line Service

2. Local Measured Service Rate Basic Business Line Service

Base Service Line

	Monthly		Local Usage	
		NRC	Initial	additional
1-line	\$11.95	\$ 125.00	\$ 0.060	\$ 0.007
2-4 lines	\$10.95	\$ 125.00	\$ 0.060	\$ 0.007
5 + lines	\$ 9.95	\$ 125.00	\$ 0.060	\$ 0.007
5+ plan 1	\$ 8.95	\$ 125.00	\$ 0.050	\$ 0.010
5+ plan 2	\$ 7.95	\$ 125.00	\$ 0.050	\$ 0.010

- Voice Mail Option, per line * \$10.95

Custom Calling and CLASS Features:
(per line, per month)

- Caller ID \$8.00
 - All other (per feature) \$5.00
 - Package of 3 features \$13.90
 - Package of 6 features \$25.50
 - Package of 9 features \$36.00

* Certain “enhanced” services including stand alone voicemail are not regulated by the MDTE and are included in this tariff for informational purposes only.

7.2.2 PBX Trunk Service

1. See Section 7.2.1 – Business Class Service

SECTION 11 – CURRENT RATES, Continued**Section 7 - BUSINESS NETWORK SWITCHED SERVICES**, Continued

7.2.3 Centrex Service

Basic Service Rate	See Section 7.2.1 – Basic Business
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Centrex Capability and Features - per line per month	\$5.00
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7.2.4 Direct Inward Dialing

	<u>Monthly Rate</u>
- Rate per DID Trunk	\$36.00
- Each Group of 20 Numbers	\$10.00
- Each Group of 100 Numbers	\$50.00

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7.3.1 Incumbent Telco Surcharge	3.89%	
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SECTION 11 – CURRENT RATES, Continued

Section 8-9 No applicable rates.

Section 10 - BILLING AND COLLECTION

10.1 Billing Name and Address Service

Service Establishment Charge	\$48.00
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Query Charge Per Telephone Number	\$.25
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COST RECOVERY FEE

A Carrier Cost Recovery Fee is included on the Company services appearing on the Subscriber's invoice. The charge will appear as a line item on all Subscriber invoices.

Carrier Cost Recovery Fee

Residential, per month	\$0.00
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Business, per month	\$3.00
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