
LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

**LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST
OF MASSACHUSETTS**

MassComm, Inc. d/b/a MASSCOMM Group

This price list contains the rates, charges, terms and conditions of service and facilities for local exchange telecommunications services provided by MassComm, Inc. d/b/a MASSCOMM Group, (“MassComm”) between locations within the Commonwealth of Massachusetts. This price list is posted on the Company's website at: <http://masscommgroup.com/legal-notices/>.

Effective Date: March 20, 2016

Issued By: Darren R. Mass, CEO and President
65 Broadway, Suite 1803
New York, NY 10006

LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

CHECK SHEET

The pages listed below of this price list are effective as of the date shown. Revised pages contain all changes from the original price list that are in effect as of the date indicated.

SECTION	PAGE	REVISION		SECTION	PAGE	REVISION
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* - indicates those pages effective as of the date shown

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CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION		SECTION	PAGE	REVISION	
3	1	Original	*	7	1	Original	*
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4	2	Original	*	7	3	Original	*
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6	5	Original	*	8	1	Original	*
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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C) - To signify changed listing, rule, or condition that may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule, or condition.
- (I) - To signify an increase.
- (M) - To signify material relocated from or to another part of price list schedule with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify a reduction.
- (S) - To signify reissued material.
- (T) - To signify change in wording of text but not change in rate, rule, or condition.

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the provision of competitive local exchange service by MassComm, Inc. d/b/a MASSCOMM Group, hereinafter referred to as the Company, to Customers within the Commonwealth of Massachusetts. MassComm's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

(D)
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(D)

SERVICE AREA MAP

MassComm, Inc. d/b/a MASSCOMM Group will provide local exchange service in areas currently served by Verizon New England, Inc. and intrastate toll service throughout the Commonwealth of Massachusetts. Local calling areas are as defined in Section 3 of this price list.

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PRICE LIST FORMAT

- A. Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the price list. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** –The Check Sheet lists the pages contained in the price list, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The price list user should refer to the latest Check Sheet to find out if a particular page is the most current.

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 1 - DEFINITIONS

Advance Payment - Payment of all or part of a charge required before the start of service.

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

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

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

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

Company - MassComm, Inc. d/b/a MASSCOMM Group, the issuer of this price list.

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

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

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Department - Massachusetts Department of Telecommunications & Cable.

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 1 - DEFINITIONS, (CONT'D.)

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

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

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

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

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 1 - DEFINITIONS, (CONT'D.)

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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

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

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

MassComm - MassComm, Inc. d/b/a MASSCOMM Group, issuer of this price list.

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

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

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

PIN - Personal Identification Number. See Authorization Code.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Point of Presence (“POP”) - The Point of Presence.

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.

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

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

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer’s refusal to accept service which does not conform to standards set forth in the Service order or this price list, in which case the Service Commencement Date is the date of the Customer’s acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this price list.

Services - The Company telecommunications services offered on the Company network.

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

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

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SECTION 1 - DEFINITIONS, (CONT'D.)

Station - The network control signaling unit and any other equipment provided at the Customer premises that enables the Customer to establish communications connections and to effect communications through such connections.

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

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business access line. The cost of switched Feature Group access is billed to the interexchange carrier. (D)

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

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

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

The Company arranges for installation, operation, and maintenance of the communications services provided in this price list for Customers in accordance with the terms and conditions set forth under this price list. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

(D)
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(D)

2.1.2 Shortage of Equipment or Facilities

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

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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

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

2.1.3 Terms and Conditions

- A.** Service is provided on the basis of a minimum period of at least thirty (30), 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- B.** Except as otherwise stated in this price list, 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 price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service.
- 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, unless otherwise specified by the written Service Order, at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list 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.

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

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

2.1.3 Terms and Conditions, (Cont'd.)

- D.** Service may be terminated by Company upon written notice to the Customer if:
- 1.** the Customer is using the service in violation of this price list; or
 - 2.** the Customer is using the service in violation of the law; or
 - 3.** the Customer is in violation of written Service Order terms.
- E.** This price list shall be interpreted and governed by the laws of the Commonwealth of Massachusetts regardless of its choice of laws provision.
- F.** Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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

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

2.1.4 Limitations on Liability

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

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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

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

2.1.4 Limitations on Liability, (Cont'd.)

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

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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

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

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

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

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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

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

2.1.4 Limitations on Liability, (Cont'd.)

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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

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

2.1.5 Notification of Service-Affecting Activities

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

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

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

2.1.6 Provision of Equipment and Facilities

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

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

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

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

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

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

2.1.7 Non-routine Installation

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

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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

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

2.1.8 Special Construction

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

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

2.1.9 Ownership of Facilities

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

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

2.2 Prohibited Uses

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

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

- A.** the payment of all applicable charges pursuant to this price list and written Service Orders;
- B.** damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** 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 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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

2.3.1 General, (Cont'd.)

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

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

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

2.3.2 Liability of the Customer

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

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

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

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

2.4.3 Interconnection of Facilities

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

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

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

2.4.4 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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

2.5 Payment Arrangements

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2.5.1 Payment for Service

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

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

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

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

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

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date unless otherwise agreed to in advance. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days following the invoice date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%. Late payment fees are only applicable to business Customers, and will be applied in conformance with 220 CMR 26.10.
- F.** The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Consumer Division, Massachusetts Department of Telecommunications and Cable, 1000 Washington Street, Suite 820, Telephone 617-305-3531 or 1-800-392-6066 (Toll-Free). Pursuant to its authority under M.G.L. Chapter 159, the Massachusetts Department of Telecommunications and Cable has discretion whether to adjudicate complaints between non-residential Customers and the Company.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D.** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

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- A.** For commercial Customers, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

A. Commercial Customers

1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
2. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
3. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits, (Cont'd.)

A. Commercial Customers, (Cont'd.)

- 4.** The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Department, and in conformance with 220 CMR 26.09.
- 5.** The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- 6.** Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- 7.** Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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2.5 Payment Arrangements, (Cont'd.)

2.5.6 Cancellation of Application for Service

- A.** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** Special charges described in 2.5.6.A. through 2.5.6.C. will be calculated and applied on a case-by-case basis.

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

2.5 Payment Arrangements, (Cont'd.)

2.5.7 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.

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

2.6 Discontinuance of Service

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

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Without incurring liability, MassComm may refuse or discontinue service for the following reasons provided that, unless otherwise stated, business Customers will be given five (5) days written notice prior to discontinuance.

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2.6.1 For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

2.6.2 For noncompliance with or violation of Department regulation or MassComm's rules and regulations.

2.6.3 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.6.4 For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

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

2.6 Discontinuance of Service, (Cont'd.)

- 2.6.5** Without notice in the event of tampering with the equipment or services owned by MassComm or its agents.
- 2.6.6** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or Company service to others.
- 2.6.7** For neglect or refusal to provide reasonable access to MassComm or its agents for the purpose of inspection and maintenance of equipment owned by MassComm or its agents.
- 2.6.8** For non-payment of any amount past due to the Company by the Customer.
- 2.6.9** Without notice for unauthorized or unlawful use of Authorization Codes. Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- 2.6.10** Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, MassComm may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.6.11** For Customer's breach of contract for service between the Company and the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 General

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

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

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances

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

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

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

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.3 Use of Another Means of Communications

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

2.7.4 Application of Credits for Interruptions in Service

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

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service, (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 2 hours	
Over 2 Hours	Credit Formula

Credit Formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly Recurring Charge for affected service.

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.5 Cancellation For Service Interruption

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

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

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this price list. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, 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 user shall be responsible for the payment of the charges billed to it.

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

2.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in written Service Order. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.9.1 Termination Liability

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

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable Service Order Price list for the balance of the then current term.

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

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.10.1 to any subsidiary, parent company or affiliate of the Company; or

2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Customer Liability for Unauthorized Use of the Network**

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

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

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

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

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

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

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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

2.12 Notices and Communications

2.12.1 The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.

2.12.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.12.3 Except as otherwise stated in this price list, all notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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 Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this price list, such taxes, fees and surcharges are in addition to rates as quoted in this price list and will be itemized separately on Customer invoices.

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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

2.14 Miscellaneous Provisions

2.14.1 Telephone Number Changes

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

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

2.14.2 Maintenance and Operations Records

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

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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

2.15 Regulatory Cost Recovery Fee (RCRF)

(N)

The Regulatory Cost Recovery Fee (RCRF) is an undiscountable monthly charge applicable to Enterprise Customers that recovers, in part, the regulatory fees and expenses that are assessed on the Company by regulatory agencies and are not otherwise directly paid by end users. The RCRF is equal to a percentage of the total monthly charges related to multi-line access and features, data transmission, and broadband services. RCRF is not applied to residential or single line business accounts.

Monthly Regulatory Cost Recovery Fee Charge 5.75%

(N)

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 3 - SERVICE AREAS

3.1 Local Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the Incumbent LEC.

3.2 Time Period Chart

TIMES	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM To 5:00 PM*	Peak Period						
5:00 PM To 8:00 AM*	Off-Peak Period						

* - to but not including

(N)

(N)

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Connection Charge

The Connection Charge is a nonrecurring charge which applies to the following:

- * the installation of a new service;
- * the transfer of an existing service to a different location;
- * a change from one class of service to another at the same or a different location; or
- * restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

The Connection Charge is comprised of two charges: Service Order; and Premises Visit.

Both charges may not be applicable in all cases.

4.1.1 The general application of these charges is as follows

- A. Service Order:** a Service Order charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer’s request for service.

	Service Order Charge	
Business:		(D)
Service Order Charge, per line, per customer request	\$47.00	(C)
Secondary Service Charge, per line, per customer request	\$34.71	(C)

- B. Premises Visit:** a Premises Visit charge applies per customer order when the company must dispatch an employee to complete a customer-requested installation or service change

	Premises Visit Charge	
Business:		(D)
Per first 30 minutes or fraction thereof	\$27.50	(C)
Per next 15 minutes or fraction thereof	\$13.75	(C)

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.1 Connection Charge, (Cont'd.)

- C. Service Calls:** When a Customer reports trouble to the Company and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until work is completed. Time is billed in 15 minute increments

Per hour rate per technician: \$100.00

D. Central Office Line charge:

Up to 99 lines	\$43.00
100 + lines	\$30.00
Centrex line	\$60.00

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.1 Connection Charge, (Cont'd.)

4.1.2 Exceptions to the Charge

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.

(D)
|
(D)

The Company may from time to time waive or reduce the charge as part of a promotion.

Each promotional offering will be filed with and approved by the Commission before Carrier commences provision of service.

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.1 Connection Charge, (Cont'd.)

4.1.3. Special Construction

A. Basis for Cost Computation

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) a combination thereof.

Special construction shall be subject to the provisions of General Order No.96-A.

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

- (1) Installed cost of the facilities to be provided including estimated costs for the rearrangement of existing facilities. Cost installed include the cost of:
 - * equipment and materials provided or used,
 - * engineering, labor, and supervision,
 - * transportation, and
 - * right of way;
- (2) cost of maintenance;
- (3) depreciation on the estimated cost installed of any facility provided, based on the anticipated useful service life of the facility with an appropriate allowance for the estimated net salvage;
- (4) administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items.

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.2 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed herein.

	Restoral Charge	
Business:	\$24.95	(D) (I)

4.3 Moves, Adds and Changes

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

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: including rearrangement or reclassification - of existing service at the same location.

Business:	\$17.00	(D)
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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Record Order Charge

A Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests for the following.

1. addition of directory listings
2. change in listed name
3. change of address
4. change of billing party
5. change in listed service to non-published service, not involving a change of telephone number.

A Record Order Charge does not apply when a Service Order charge also applies.

Business: \$17.00

(D)

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 Charges Associated with Premises Visit

4.5.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

2 to 6 pair inside wire
Faceplates
RJ11C, RJ14C, RJ11W and RJ14W type station jacks
Staples, screws, nail, tape, connectors, etc.

4.5.2 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.

Per Hour Rate Per Technician: \$85.00

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 4 – SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 Charges Associated with Premises Visit, (Cont'd.)

4.5.3 Inside Wire Maintenance and Installation

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

A. Inside Wire Installation Charge

Charge to be billed will be based on the actual time and materials charges incurred when a customer requests new wire and jack installation or requests existing wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

Per Hour Rate Per Technicians: \$85.00

B. Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a customer requests wire and jack maintenance. Charge to be billed will be based on the actual time and materials charges incurred when a customer requests maintenance of wiring.

Per Hour Rate per Technician: \$100.00

4.6 Primary Interexchange Carrier Change Charge

The customer may incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service. A charge is assessed on a change to the customer's interLATA and intraLATA provider.

Charge: \$ 5.00

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 4 – SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.7 Public Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan, effective October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate, interstate, and international calls that originate from any domestic pay telephone used to access Company services. This surcharge, which is in addition to standard price listed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the “#” symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Per Call Charge: \$0.56

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 5 – LOCAL EXCHANGE SERVICES, (CONT'D.)

5.2 Business Flat Usage Rates

(D)

Flat rate is unlimited local service to local calling area and the rate is in addition to the Dial Tone Line Exchange Rate (Measured Rate Service, Section 5.1).

(D,C)

Monthly Recurring Charge, per line \$26.77

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|
|

(D,C)

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 6 - SUPPLEMENTAL SERVICES

6.1 Reserved for Future Use

(D)

(D)

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.2 Trap Circuit Service**

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 to trace.

6.2.1 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.

6.2.2 Rates

Upon request for this service, the monthly charge to the customer will be increased by any charges incurred by the Company for the provision of this service.

Trap Circuit Service may be provided based on a contract agreement between the Company and customer.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Directory Assistance

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

6.3.1 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from pay telephones.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- 4. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Up to a maximum of 50 requests per month.

6.3.2 Rates

The directory assistance charge applies after the call allowance of two calls per line. All rates are per call.

Within the Customer's LATA, per call	(D)	\$2.49	(T,I)
Outside the Customer's LATA, per call	(D)	\$2.49	(T,I)

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 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 Original 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.

The following surcharges will be applied on a per call basis:

Third Number Billing	\$1.15	(D)
Collect Calling	\$1.15	
Person to Person	\$4.00	
Calling Card (Customer Direct)	\$0.85	
Calling Card (Operator Dialed)	\$1.15	(D)

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.5 Blocking Service****6.5.1 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:

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.

900, 971, 974 & 700 Blocking - allows the subscriber to block all calls beginning with the 900, 971, 974 and 700 prefixes from being placed.

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.

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.

Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.

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.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Blocking Service, (Cont'd.)

6.5.2 Regulations

- A. 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.
- B. Blocking Service is available where equipment and facilities permit.

6.5.3 Rates and Charges

A. Nonrecurring Charges

900 and 700 Blocking

Business (up to 200 lines)

See Note*

(D)

(T)

900, 971, 974, and 700 Blocking

Business (up to 200 lines)

See Note*

(D)

(T)

*Connection charges apply as specified in this price list.

(T)

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Blocking Service, (Cont'd.)

6.5.3 Rates and Charges, (Cont'd.)

B. Recurring Charges

Third Number Billed and Collect Call Restriction

Business (up to 200 lines)	\$ 0.00	(D)
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Toll Restriction

Business (up to 200 lines)	\$ 0.00	(D)
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Toll Restriction Plus

Business (up to 200 lines)	\$ 0.00	(D)
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Direct Inward Dialing Blocking (Third Party & Collect Call)

Initial Activation	\$ 0.00	
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Subsequent Activation (per line)	\$ 0.00	
----------------------------------	---------	--

(1) 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.

(2) Connection charges apply as specified in this price list.

NOTE: Business customers electing either service 90 days after the establishment of service will be charged \$9.00. **(D)**

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.6 Direct Trunk Overflow (DTO)**

The Direct Trunk Overflow feature gives the Customer another termination option if all of their DID trunks are busy. This all-trunks-busy condition may be caused either by legitimate heavy incoming traffic or by a trouble condition where the T-1 system is down and the 5ESS senses that trouble as an all-trunks-busy condition. During either busy condition, the incoming call attempts to terminate to the DID group. When the 5ESS sees all trunks busy, it will choose an alternate route for the call to a telephone number that is programmed in the 5ESS only. This telephone number has the Call Forward Remote feature assigned to it and forwards the call to a number chosen by the Customer.

Remote Access DTO enables the customer to activate and/or update the Call Forwarding on their DTO from any location. The customer uses a provided remote-access toll free number, the DTO Call Forwarding line and their four-digit PIN to review or change their call forwarding number.

6.6.1 Rates

Rates for Direct Trunk Overflow and Remote Access DTO are found in Section 6.8.1 of this price list.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.7 Customer Requested Service Suspension

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.

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.

Period of Suspension

First Month or Partial Month

Charge

Regular Monthly Rate (no reduction)

Each Additional Month
(up to the one-year limit)

2 Regular Monthly Rate

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.8 Custom Calling Service

6.8.1 Calling Features

<u>Features Per Line</u>				(C)
Busy Redial	\$6.00			
Call Forwarding	\$11.00	(I)		
Call Forwarding Busy Line	\$6.00	(I)		
Call Forwarding Don't Answer	\$7.00	(I)		
Call Forwarding Busy Line/Don't Answer	\$8.50	(I)		
Call Return(*69)	\$6.75	(N)		
Call Trace	\$5.00	(I)		
Call Waiting	\$11.50	(I)		
Caller ID Basic (Number Only)	\$11.00	(I)		
Caller ID Deluxe (Name and Number)	\$12.00	(I)		
Caller ID Blocking	N/C	(N)		
Distinctive Ring I	\$10.50	(N)		
Distinctive Ring II	\$11.50	(N)		
Speed Calling - 8	\$7.70	(I)		
Speed Calling - 30	\$9.00	(I)		
Remote Call Forwarding	\$32.50	(I)		
Three Way Calling	\$8.00	(I)		
Three Way Calling(Usage Based), Per Activation	\$0.75	(N)		(C)

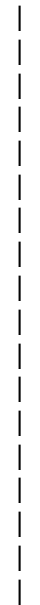
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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

(D)



(D)

6.9 Presubscribed Interexchange, IntraLATA or Local Exchange Carrier Freeze

The customer may at their discretion request that the Company provide a switch function commonly known as a carrier freeze. This option allows the Customer the ability to prevent any unauthorized changing of their interexchange, intraLATA or local exchange telephone service.

This service is offered on a non-discriminatory basis and is at the sole discretion of the Customer. The Customer's request for this service must be clearly listed on a letter of agency or, if ordered via the Company's toll free number, recorded on the Company's third party verification system. There is no charge for this service.

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 7 – NETWORK SWITCHED SERVICES

7.1 Reserved for Future Use

(D)

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SECTION 7 – NETWORK SWITCHED SERVICES, (CONT'D.)

7.1 Reserved for Future Use

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SECTION 7 – NETWORK SWITCHED SERVICES, (CONT'D.)

7.1 Reserved for Future Use

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 7 – NETWORK SWITCHED SERVICES, (CONT'D.)**7.2 Business Network Switched Services****7.2.1 General**

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

- * receive calls from other stations on the public switched telephone network;
- * access the Company's local calling service;
- * 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
- * access the service of providers of interexchange service or intraLATA toll 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 (1010XXXX). To the extent that intra-LATA presubscription is available, at the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If the customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA toll calls, the Company shall be deemed to have been designated as the customer's intra-LATA PIC.

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 apply to all service on a one-time basis unless waived pursuant to this Price list.

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 7 – NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Business Network Switched Services

7.2.2 Services - The following Business Access Service Options are offered:

Basic Business Line Service
Public Access Lines Service
PBX Trunks
Centrex Service

Basic Business Line Service and PBX trunks are offered with measured rate local service.

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.

A. Basic Business Line Service

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

The following Advanced Features are available at an additional charge:

Voice Messaging; and
6-Way Conference per line.

Each Basic Business Line has the following characteristics:

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

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SECTION 7 – NETWORK SWITCHED SERVICES, (CONT'D.)**7.2 Business Network Switched Services, (Cont'd.)****7.2.2 Services, (Cont'd.)****A. Basic Business Line Service, (Cont'd.)****(1) Measured Rate Basic Business Line Service****(a) Description**

Calls to points within the local exchange area are charged on the basis of the duration of completed calls originating from the customer's service in addition to a base monthly charge.

(b) Recurring and Nonrecurring Charges

Charges for each Measured 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 duration of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in this price list. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier ("ILEC"). In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the ILEC for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the ILEC to the Company of the Number Portability Arrangement.

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SECTION 7 – NETWORK SWITCHED SERVICES, (CONT'D.)**7.2 Business Network Switched Services, (Cont'd.)****7.2.2 Services, (Cont'd.)****B. Public Access Line Service**

Public Access Line Service provides a single, analog, voice-grade telephonic communications channel that can be used to connect a pay telephone to the Company's switching equipment. Local measured usage charges apply to all local calls originating on this line. Service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier ("ILEC"). In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the ILEC for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the ILEC to the Company of the Number Portability Arrangement.

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SECTION 7 – NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Business Network Switched Services, (Cont'd.)

7.2.2 Services, (Cont'd.)

C. PBX Trunk Service

PBX trunks are provided for connection of customer-provided PBX terminal equipment. Trunks can be delivered at a DS0 level or at the DS1 level.

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 DS0 level 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) or Dial Pulse (DP)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

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SECTION 7 – NETWORK SWITCHED SERVICES, (CONT'D.)**7.2 Business Network Switched Services, (Cont'd.)****7.2.2 Services, (Cont'd.)****C. PBX Trunk Service, (Cont'd.)****(1) Measured Rate PBX Trunks**

Measured Rate DS0 PBX Trunks provide the customer with a single voice grade telephonic communications channel which 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 measured rate basis. DID trunks are arranged for one-way inward calling only.

(2) Recurring and Nonrecurring Charges

In addition to the nonrecurring charges, service order charges apply as described in this price list. Charges for each Measured Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period. Service to customers may require the use of a link (and, or) number portability arrangements from the incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

(3) Measured Rate Analog PBX Trunks**(a) Measured Usage Charges**

Measured Usage Charges for Measured Rate PBX Trunks are the same as those indicated for a basic business line.

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SECTION 7 – NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Business Network Switched Services, (Cont'd.)

7.2.2 Services, (Cont'd.)

C. PBX Trunk Service, (Cont'd.)

(4) Rates

PBX Trunks (minimum of 24)

Per Trunk Recurring Charge	\$46.99	(D,C)
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DID Numbers

Per 20 numbers	\$8.00	
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Per 100 numbers	\$40.00	
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Service

DID Termination Charge, each trunk	\$15.00 (I)	
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Hunting

Nonrecurring Charge, per line	\$34.71	
-------------------------------	---------	--

|-----|

(D,C)

(N,D)

(N,D)

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SECTION 7 – NETWORK SWITCHED SERVICES, (CONT'D.)

7.2 Business Network Switched Services, (Cont'd.)

7.2.2 Services, (Cont'd.)

D. Foreign Exchange Service ("FX")

Foreign Exchange Service provides local telephone service from a central office which is outside (foreign to) the subscriber's exchange area. FX furnished between an exchange and a noncontiguous district area of a contiguous exchange will be furnished according to the prices set forth in Schedule B of this Price list.

(1) Rates

Service

FX Service For 15 Rate Centers	\$75.00/month	(D)
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Each additional Rate Center	\$18.75/month	(D)
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E. Term Liability/Termination Charges

Several of the services offered above are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability charge will be the difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

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7.2 Business Network Switched Services, (Cont'd.)

7.2.2 Services, (Cont'd.)

F. PRI T-1 Service

PRI T-1 (Primary Rate Interface) T-1 Service provides the customer with a direct digital connection via switched access to one or more private or public services. PRI T-1 Service is an enhanced T-1 service that allows the customer Integrated Services Digital network (ISDN) bandwidth that facilitates end-to-end digital connectivity to support a variety of services. PRI T-1 Service is 23 B channels each being a full 64,000 bps. One channel is a D channel to allow for signaling information to be passed. The service is utilized to connect ISDN compatible equipment at the customer premises to a suitably equipped Company node.

(1) PRI T-1 Rates

	Monthly Recurring Charge	Nonrecurring Charge	(D)
PRI T1			
One Year Term	\$2,000.00	\$300.00	
Two Year Term	\$1,800.00	\$300.00	
Three Year Term	\$1,600.00	\$300.00	
Digital T1			
One Year Term	\$2,000.00	\$300.00	
Two Year Term	\$1,800.00	\$300.00	
Three Year Term	\$1,600.00	\$300.00	(D)

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SECTION 7 – NETWORK SWITCHED SERVICES, (CONT'D.)

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

SECTION 8 – DIRECTORY SERVICE

8.1 Alphabetical Directory

8.1.1 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Customer Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

- A.** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is no impaired thereby. Where more than one listing is required to properly list the Customer, no additional charge is made.
- B.** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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SECTION 8 – DIRECTORY SERVICE

8.1 Alphabetical Directory, (Cont'd.)

8.1.1 Directory Listings, (Cont'd.)

- C. Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only Government listings in the Government section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- D. In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- E. Directory listing are provided in connection with each Customer service as specified herein.
 - (1) **Primary Listing:** A primary listing contains the name of the Customer, or the name under which a business regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
 - (2) **Additional Listings:** In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.

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SECTION 8 – DIRECTORY SERVICE

8.1 Alphabetical Directory, (Cont'd.)

8.1.1 Directory Listings, (Cont'd.)

E. (Cont'd.)

- (3) **Nonpublished Listings:** Listings that are not printed in directories nor available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records subject to the provisions set forth in this price list.
- (4) **Non-directory Listed Numbers:** A non-directory listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.
- (5) **Foreign Listings:** Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the price list published by the specific exchange carrier providing the Foreign Listing.

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SECTION 8 – DIRECTORY SERVICE

8.1 Alphabetical Directory, (Cont'd.)

8.1.1 Directory Listings, (Cont'd.)

F. Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

	MRC	(D)
Primary Listing	N/C	
Additional Listing, per listing	\$4.95	(T,I)
Non-Listed Number, per listing	\$4.75	
Non-Published Number, per listing	\$5.25	(T,I)
		(D)

G. Service Calls: When a Customer reports trouble to the Company and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until work is completed. Time is billed in 15 minute increments.

Per hour rate per technician: \$100.00

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SECTION 8 – DIRECTORY SERVICE

8.1 Alphabetical Directory, (Cont'd.)

8.1.2 Directory Information Requests

Requests for directory information are provided by dialing Directory Assistance. Information will not be issued by the Company outside of normal directory assistance procedures unless the request is made by an emergency agency. Directory information will only be provided to emergency agencies after a formal request is presented to the Company in writing. The requesting agency must agree to pay for the costs incurred by the Company in providing the information, and must certify that the information will be used only for the purpose of providing its services to the community.

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SECTION 8 – DIRECTORY SERVICE

8.1 Alphabetical Directory, (Cont'd.)

8.1.3 Liability of the Company for Errors

A. General

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Price list, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

B. Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

(1) Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

(2) Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly price list rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

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SECTION 8 – DIRECTORY SERVICE

8.1 Alphabetical Directory, (Cont'd.)

8.1.3 Liability of the Company for Errors, (Cont'd.)

B. Allowance for Errors, (Cont'd.)

(3) Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basic monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

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SECTION 9 – INVOICE OPTIONS

9.1 Optional Invoice Elements

9.1.1 General

A Commercial Customer’s invoice information is presented on either a CD or in electronic format as chosen by the Customer. The CD will be sent by mail and the electronic version is accessible either via the Internet or by e-mail to the Customer. Both of these options are available at no charge to the Customer. Should the Customer choose to receive by mail, a paper invoice in addition to the electronic invoice, the Customer may be responsible for a monthly charge as indicated in the rate section following. This billing service is independent of additional paper invoices, documents or other Company services that provide specific call detail information or other data not normally provided in the invoice as rendered. Upon Customer request, additional copies of invoice or bill reprints will be provided, if available, at the per page rates as listed below as well as an additional service fee. If the Customer elects to receive the additional copy or reprint in CD format, only the service fee will apply.

9.1.2 Rates

A customer can choose a one-page summary with a remittance slip for no charge. All other paper invoice charges are as follows:

Invoice Options	Monthly Rate
2 – 4 pages	\$5.00
5 – 19 pages	\$10.00
20+ pages	\$15.00
Service Fee	\$25.00

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