

**BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

**IN THE MATTER OF THE APPLICATION OF )  
NEW HORIZONS COMMUNICATIONS CORP. )  
FOR A CERTIFICATE OF CONVENIENCE AND )  
NECESSITY TO PROVIDE COMPETING ) DOCKET NO. 14- 00169  
LOCAL EXCHANGE, EXCHANGE ACCESS, )  
AND INTEREXCHANGE )  
TELECOMMUNICATIONS SERVICES )  
IN TENNESSEE )**

**APPLICATION FOR CERTIFICATE OF  
PUBLIC CONVENIENCE AND NECESSITY**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority (“Authority”) and Section 253 of the Federal Telecommunications Act of 1996, New Horizons Communications Corp. ( “Company” or “Applicant”) respectfully requests that the Authority grant the Company authority to provide competing local exchange telecommunications services, including exchange access telecommunications services, and interexchange telecommunications services within the State of Tennessee. New Horizons Communications Corp. avers that it is willing and able to comply with all applicable Tennessee rules and regulations pertaining to the provision of competing local exchange and interexchange telecommunications services. This request is made pursuant to T.C.A. §§ 65-4-201 and Tennessee Administrative Rules Chapter 1220-4-8 and Rule 1220-4-8-.04 and Rule 1220-4-2-.57.

By this Application, Applicant demonstrates its managerial, financial and technical ability to provide such services and its willingness to adhere to all applicable Authority policies,

rules and orders. In support of its Application, and consistent with the requirements of Administrative Rule 1220-4-8-.04 and Rule 1220-4-2-.57.,<sup>1</sup> Applicant states:

**I. Description of the Applicant**

- 1. The name of the service provider, the address of the corporate headquarters, and the names and addresses of the service provider's principle corporate officers (1220-4-8.04(1)(c)):**

The full name and address of the Applicant are:

New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420  
Telephone: 781.290.4600  
Facsimile: 781.290.4660  
Website: <http://www.nhcgrp.com/>

Correspondence and communications related to the processing of this Petition should be directed to:

H. LaDon (Don) Baltimore  
Farris Bobango PLC  
618 Church Street, Suite 300  
Nashville, TN 37219  
Telephone: 615.726.1200  
Facsimile: 615.726.1776

And to:

Philip J. Macres  
Klein Law Group, PLLC  
1250 Connecticut Avenue N.W., Suite 200  
Washington, D.C. 20036  
Telephone: 202.289.6956  
Email: [PMacres@KleinLawPLLC.com](mailto:PMacres@KleinLawPLLC.com)

---

<sup>1</sup> The instant Application incorporates the information otherwise required under the Authority's *Application for Certificate to Provide Operator Services and/or Resell Telecommunications Services in Tennessee* and is submitted as an Application for combined local exchange and interexchange certificate of public convenience and necessity.

Correspondence and communications concerning ongoing regulatory matters should be directed to:

Glen Nelson  
Vice President – Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420  
Telephone: 781.290.4600  
Facsimile: 781.290.4660  
E-mail: gnelson@nhcgrp.com

**2. The individuals who have assumed the duties of corporate officers are:**

Robert J. Fabbriatore, CEO  
Stephen Gibbs, President  
Glen Nelson, Vice President – Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420  
Telephone: 781.290.4600  
Facsimile: 781.290.4660

**3. If different than above, the names and addresses of all officers and corporate officers located in Tennessee and the name(s) and address(es) of employee(s) responsible for Tennessee operations (1220-4-8-04(1)(d)):**

Applicant will not maintain an office in Tennessee. The Applicant's registered agent in Tennessee is:

National Registered Agents, Inc.  
800 S. Gay Street, Suite 2021  
Knoxville, TN 37929

**4. Information about the structure of the business organization and, where applicable, a copy of any articles of incorporation, partnership agreement or by-laws of the service provider, and a copy of any license to do business in Tennessee (1220-4-8.04(1)(e)):**

Applicant is a corporation organized under the laws of the State of Delaware on October 8, 2002. Applicant's Articles of Organization and Certificate of authority to transact business in the State of Tennessee are appended at **Exhibits A and B**, respectively.

Applicant has no legal affiliations with any other entity.

**5. Repair and maintenance information including the name, address and telephone number of a Tennessee contact person responsible for and knowledgeable about the provider's operations (1220-4-8.04(1)(f)):**

The name address and telephone number of Applicant's contact person responsible for and knowledgeable about Tennessee operations and repair and maintenance information is:

Glen Nelson, Vice President – Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420  
Telephone: 781.290.4600  
Facsimile: 781.290.4660

**II. Qualifications**

**1. Managerial and Technical Qualifications to Provide Service (1220-4-8-.04(1)(b)):**

Applicant's operations are directed by a management team with proven experience and capability. Each of the corporate officers of Applicant, as listed I.2., above, has fifteen or more years' experience in his or her respective area of expertise. Applicant's long-standing managerial and telecommunications experience makes Applicant well suited to responsibly serving subscribers in Tennessee and elsewhere. The biographical summaries of the Applicant's corporate officers, who serve in senior management roles of the Applicant, are appended as **Exhibit C**.

Applicant's ability to provide network services will rely primarily on the technical capabilities and network services of its underlying carriers that have been certified and deemed technically and managerially capable of providing telecommunications services in Tennessee. As Applicant will not construct facilities, it has adequate capital to launch services in Tennessee. Applicant's senior management team is technically qualified to provide services through its extensive telecommunications and general management experience.

2. **A list of other states where the provider is authorized to operate and a list of those states which have denied any requested authority (1220-4-8-.04(1)(g)):**

Applicant has been granted intrastate operating authority in all states with the exception of Alaska, Arizona, Hawaii, and Tennessee. Applicant is now seeking intrastate operating authority in Tennessee and Arizona. Applicant currently has applications for CLEC authority pending in Utah, Oklahoma and Kansas.

Applicant has had its authority temporarily revoked in Nevada (in 2008 and 2013) due to late receipt of an annual assessment and related paperwork. After payment of a penalty, the authority was reinstated. Applicant had its authority temporarily revoked in Texas in 2014 due to a late compliance filing. That authority is in the process of being reinstated.

In no instance has Applicant withdrawn its application to provide local exchange service upon notification of the state regulatory body that the application is not likely to be approved, nor has Applicant's application for intrastate operating authority been denied or permanently revoked.

3. **Financial Qualifications 1220-4-08-.04(1)(b)**

Applicant's confidential financial statements are appended as **confidential Exhibit D**, and demonstrate that applicant is financially viable and capable of providing and maintaining service in the State of Tennessee. Applicant's *pro forma* income statements for the subsequent two years of operations and actual balance sheet are also appended at **confidential Exhibit D**. (Item 9.a.iii.)

Applicant possesses the necessary financial resources to provide the services proposed in the instant Application. Applicant has successfully and profitably provided competitive local exchange and interexchange telecommunications services throughout the U.S. for more than five years, as demonstrated by its financial statements. Applicant has the distinction of being named

as one of the fastest growing companies for three consecutive years by *Distinguished Inc. Magazine*.<sup>2</sup>

Applicant will utilize the facilities of incumbent local exchange carriers and other facilities-based carriers. Applicant will provide local exchange services utilizing a combination of incumbent local exchange carrier wholesale services (certain of which may be provided by the incumbent as unbundled network elements (“UNEs”) or as UNE-P replacement services) and/or resold services, among other things. Applicant will not construct facilities and requires no additional funding to initiate operations.

Applicant’s financial statements demonstrate that it is profitable, well capitalized, and has the financial ability to meet its ongoing obligations.

A prospective three year projected balance sheet and income statement are also appended at **confidential Exhibit D**.

Pursuant to the Consumer Telemarketing Protection Act of 1990, TCA §65-4-125, Applicant will obtain a bond in the amount of \$20,000 in Tennessee to secure the payment of any monetary sanction imposed in any enforcement proceeding. Applicant acknowledges that it may not provide service until its bond has been filed with the Authority.

Applicant considers information concerning its finances to be proprietary and confidential information not to be released to the public. The financial information attached in **confidential Exhibit D** is filed under seal and in an envelope labeled “**CONFIDENTIAL AND PROPRIETARY**”. It is Applicant’s understanding that Commission staff will honor Applicant’s request for confidential treatment of these documents without the necessity of filing a separate motion for protective order.

---

<sup>2</sup> See [http://www.nhgrp.com/news/INC\\_5000\\_Press\\_Releasev\\_2013.pdf](http://www.nhgrp.com/news/INC_5000_Press_Releasev_2013.pdf).

### **III. Proposed Services**

**Description of the category and types of services to be offered, the facilities and arrangements to be made available to end users and/or carriers, where applicable, and the geographic areas in which the services shall be offered (1220-4-8.04(1)(i)):**

Applicant seeks authority to provide facilities-based and non-facilities-based competitive local exchange and facilities-based switched exchange access in addition to its interLATA and intraLATA interexchange telecommunications services within the State of Tennessee, in conjunction with Applicant's interstate services. Applicant will provide regulated switched and dedicated access local exchange services to residential and commercial subscribers as set forth in the Company's proposed local exchange tariff, appended at **Exhibit E**, as well as other non-regulated services. Applicant will provide local exchange services and related custom calling features, intraLATA toll, operator assisted calling and directory assistance exclusively to subscribers of record. In conjunction with its local service authority, Applicant will provide switched exchange access telecommunications services to interconnecting carriers under a separate tariff to be filed for approval prior to service initiation. Applicant will not offer alternative operator services to the transient public.

Services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant, pursuant to its approved tariff.

Applicant will coordinate with incumbent local exchange carriers for the provision of emergency 911 services, directory publication, and directory distribution to local customers, as necessary.

To the extent necessary, Applicant will negotiate with the appropriate incumbent local exchange carriers for interconnection agreement(s) pursuant to 47 U.S.C. § 252(a) as may be needed, which will be filed with the Commission for approval upon finalization.

Applicant proposes to offer services in the State of Tennessee, in the service areas of AT&T Tennessee, Inc. (fka Bell South) and any other incumbent local exchange carriers that do not enjoy a rural exemption under 47 U.S.C. § 251(f). Applicant does not propose to serve in territories of incumbent local exchange carriers serving less than 100,000 access lines.

#### **IV. Description of Operations and Regulatory Compliance**

1. Applicant will comply with all applicable Authority rules, policies and orders governing the provision of local exchange telecommunications services in Tennessee.

2. Applicant's customer service representatives will address customer service inquiries via Applicant's toll free number, 855.600.4642 (Option 1). Customer service representatives are available, twenty-four hours per day. Applicant's toll free number will be printed on its customers' monthly billing statements. Subscribers may also contact Applicant in writing addressed to:

Customer Operations Center  
6216 Whiskey Creek Drive, Suite B  
Fort Myers, FL 33919  
Telephone: 855.600.4642 Option 1  
Facsimile: 617.507.8277  
Electronic Mail: <http://www.nhcgrp.com/contact.html>

3. Applicant will bill customers directly. Applicant's sample bill is attached as

#### **Exhibit F.**

4. Applicant's customer complaint procedures, termination policy and late charge policy are outlined in its proposed tariff attached hereto at **confidential Exhibit E.**

5. A copy of Applicant's Small and Minority Owned Telecommunications Participation Plan is attached hereto at **Exhibit G.**



7. Applicant's pre-filed testimony describing the services it plans to provide and summarizing its technical, managerial and financial qualifications is attached hereto at **Exhibit H**.

8. Applicant's toll dialing parity plan is attached as **Exhibit I**.

9. Applicant's statement regarding numbering issues as attached at **Exhibit J**.

10. Tennessee Specific Operational Issues are addressed at **Exhibit K**.

11. A certificate of service is also attached. It certifies that notice of the application has been served on all eighteen (18) local exchange telephone companies in Tennessee.

12. A Corporate Surety Bond is attached as **Exhibit L**.

13. Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings, as well as providing innovative services. Authorizing Applicant to provide local exchange, switched exchange access, and interexchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive services to be offered by Applicant and indirectly, because Applicant's presence in the marketplace will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

**V. Conclusion**

New Horizons Communications Corp. respectfully requests that the Authority approve its Application for a Certificate of Public Convenience and Necessity to provide specialized facilities-based and non-facilities-based local exchange and facilities-based exchange access services in the State of Tennessee, in the service areas of AT&T (fka Bell South) and any other incumbent local exchange carrier that does not enjoy a rural exemption under Section 251(f) of the Act. For the reasons stated above, Applicant's provision of these services will promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement of all competing providers.

Respectfully submitted, this 29<sup>th</sup> day of December, 2014,

Farris Bobango PLC

By: H. LaDon Baltimore

H. LaDon (Don) Baltimore  
618 Church Street, Suite 300  
Nashville, TN 37219  
Telephone: 615.726.1200  
Facsimile: 615.726.1776  
Email: dbaltimore@farris-law.com

Philip J. Macres  
Klein Law Group, PLLC  
1250 Connecticut Avenue N.W., Suite 200  
Washington, D.C. 20036  
Telephone: 202.289.6956  
Email: PMacres@KleinLawPLLC.com

Counsel to  
New Horizons Communications Corp.

VERIFICATION

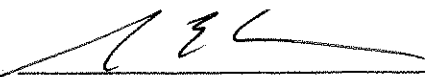
State of MASSACHUSETTS        )  
  ) ss:  
County of MIDDLESEX            )

I, Glen Nelson, being first duly sworn, do hereby depose and state as follows:

1. I am an officer, and Vice President-Marketing of New Horizons Communications Corp., and am authorized to make this verification on behalf of the Company;
2. I have read the foregoing Application and Exhibits and know the contents thereof.
3. The facts contained in the Application and Exhibits are true and correct to the best of my knowledge, information and belief;
4. New Horizons Communications Corp. will operate in compliance with all applicable federal and state laws and all Federal Communications Commission and Tennessee Regulatory Authority rules and regulations.

Dated this 14 day of November, 2014.

New Horizons Communications Corp.

By: 

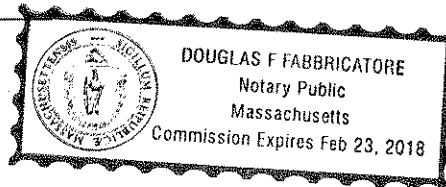
Glen Nelson, Vice President – Marketing  
and Business Development  
420 Bedford Street, Suite 250  
Lexington, MA 02420  
Telephone: 781.290.4600  
Facsimile: 781.290.4660

Subscribed and sworn to before me this 14<sup>th</sup> day of November, 2014.

  
Notary Public in and for the State of Massachusetts,

My Commission expires: 2/23/2018

SEAL



**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**IN THE MATTER OF THE APPLICATION OF )  
NEW HORIZONS COMMUNICATIONS CORP. )  
FOR A CERTIFICATE OF CONVENIENCE AND )  
NECESSITY TO PROVIDE COMPETING )  
LOCAL EXCHANGE, EXCHANGE ACCESS, )  
AND INTEREXCHANGE )  
TELECOMMUNICATIONS SERVICES )  
IN TENNESSEE )**

**DOCKET NO. 14- \_\_\_\_\_**

**LIST OF EXHIBITS**

EXHIBIT A	ARTICLES OF ORGANIZATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	SENIOR MANAGEMENT EXPERIENCE
EXHIBIT D	FINANCIAL INFORMATION (CONFIDENTIAL FILED UNDER SEAL)
EXHIBIT E	PROPOSED TARIFF
EXHIBIT F	SAMPLE BILL
EXHIBIT G	SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN
EXHIBIT H	PREFILED TESTIMONY
EXHIBIT I	TOLL DIALING PARITY PLAN
EXHIBIT J	STATEMENT REGARDING NUMBERING ISSUES
EXHIBIT K	TENNESSEE SPECIFIC OPERATIONAL ISSUES
EXHIBIT L	SURETY BOND

**EXHIBIT A**

**ARTICLES OF ORGANIZATION**

# Delaware

PAGE 1

## *The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NEW HORIZONS COMMUNICATIONS CORP." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF JULY, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NEW HORIZONS COMMUNICATIONS CORP." WAS INCORPORATED ON THE EIGHTH DAY OF OCTOBER, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

3577623 8300

080792101



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6732918

DATE: 07-16-08

6355.0959

**EXHIBIT B**

CERTIFICATE OF AUTHORITY  
(Attached)



**STATE OF TENNESSEE**  
**Tre Hargett, Secretary of State**  
Division of Business Services  
William R. Snodgrass Tower  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

FARRIS BOBANGO PLC  
ATTN: DON BALTIMORE  
STE 300  
618 CHURCH ST  
NASHVILLE, TN 37219-2436

**Request Type: Certified Copies**

Request #: 149326

Issuance Date: 12/29/2014

Copies Requested: 1

**Document Receipt**

Receipt #: 001752886

Filing Fee: \$20.00

Payment-Check/MO - H. LADON (DON) BALTIMORE ATTORNEY AT LAW, NASHVILLE, TN

\$20.00

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **NEW HORIZONS COMMUNICATIONS CORP.**, Control # 582596 was formed or qualified to do business in the State of Tennessee on 07/29/2008. NEW HORIZONS COMMUNICATIONS CORP. has a home jurisdiction of DELAWARE and is currently in an Active status. The attached documents are true and correct copies and were filed in this office on the date(s) indicated below.

Tre Hargett  
Secretary of State

Processed By: Nichole Hambrick

The attached document(s) was/were filed in this office on the date(s) indicated below:

**Reference #**

6355-0958

**Date Filed**

07/29/2008

**Filing Description**

Initial Filing



State of Tennessee



Department of State  
Corporate Filings  
312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, TN 37243

APPLICATION FOR  
CERTIFICATE OF AUTHORITY  
(FOR PROFIT)

RECEIVED  
For Office Use Only  
2008 JUL 29 PM 2:07  
RILEY DARNELL  
SECRETARY OF STATE

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is New Horizons Communications Corp.

\*If different, the name under which the certificate of authority is to be obtained is \_\_\_\_\_

[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. \*If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is Delaware

3. The date of its incorporation is 10/08/2002 (must be month, day, and year), and the period of duration, if other than perpetual, is \_\_\_\_\_

4. The complete street address (including zip code) of its principal office is  
420 Bedford St., Suite 250 Lexington MA 02420

Street City State/County Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is

1900 Church Street, Suite 400, Nashville, TN 37203, County of Davidson

Street City State/County Zip Code

Registered Agent National Registered Agents, Inc.

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

Steven Gibbs, President, 420 Bedford St., Suite 250, Lexington, MA 02420

Glen Nelson, Vice President, 420 Bedford St., Suite 250, MA 02420

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)

Robert Fabricatore, 420 Bedford St., Suite 250, Lexington, MA 02420

Steven Gibbs, 420 Bedford St., Suite 250, Lexington, MA 02420

Glen Nelson, Vice President, 420 Bedford St., Suite 250, MA 02420

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) \_\_\_\_\_

9. The corporation is a corporation for profit.

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is

\_\_\_\_\_, \_\_\_\_\_ (date), \_\_\_\_\_ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence or a document of similar import (for example, a certificate of good standing) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

7-23-08

Signature Date

PRESIDENT

Signer's Capacity

New Horizons Communications Corp.

Name of Corporation

[Signature]

Signature

STEPHEN GIBBS

Name (typed or printed)

## **EXHIBIT C**

### **SENIOR MANAGEMENT EXPERIENCE**

Applicant's operations are directed by a management team with proven experience and capability. Each of the corporate officers of Applicant that are listed below have fifteen or more years' experience in his respective area of expertise,

#### **Robert J. Fabbriatore**

Mr. Fabbriatore founded New Horizon Communications in October of 2002. New Horizon Communications provides a complete suite of telecommunications products and services utilizing a unique hybrid platform consisting of both master agency with access to 30+ carriers and services provided directly by NHC as a tariffed carrier.

Prior to NHC, Mr. Fabbriatore founded CTC Communications in 1980 and became Chairman and CEO in March of 1983. In 1970, Mr. Fabbriatore founded International Business Telephone Corp., a telephone interconnect company. When Rolm Corporation acquired IBT CORP. in 1978, Mr. Fabbriatore was elected President, Rolm New England. Prior to 1970, he was Executive Vice President of Electronic Engineering Corporation of Ohio and prior to that, Chairman and President of Flexwatt Corporation.

Mr. Fabbriatore has over thirty years of telecommunications experience including interconnect, networking, technology development and entrepreneurial ventures. Specialty areas include process engineering, applications development, and retail marketing and distribution. He has extensive senior management experience in finance, operations, marketing and sales distribution. Mr. Fabbriatore is a graduate of Saint Francis College in New York.

#### **Stephen Gibbs**

Mr. Gibbs has been employed in the telecommunications industry since 1986 holding various sales management positions at MCI, NYNEX and CTC Communications. He is currently President and Chief Operating Officer at New Horizon Communications. Prior to New Horizon, he worked for 7 years in various sales positions at CTC Communications Corp. His last position there was Regional Sales Manager for the New York and New Jersey markets. He was employed at NYNEX for 7 years. His last position at NYNEX involved sales management for both direct sales representatives as well as independent Agents. He is a graduate of Westfield State College in Massachusetts.

**Glen Nelson**

Glen Nelson has been on the sales and marketing side of telecommunications for over twenty years. He is currently Vice President of Marketing and Business Development at New Horizon Communications. Prior to New Horizon, he worked for 13 years in various sales and marketing positions at CTC Communications Corp, his last position there was Associate Vice President of Marketing. Over the last twenty years he has held positions in marketing research, strategic planning, sales, sales management and marketing management for data and telecommunications hardware companies and service providers. He has consulted on a worldwide basis on data and telecommunications equipment and services for Fortune 50 companies. He is a graduate of Northeastern University.

## **EXHIBIT D**

### **CONFIDENTIAL AND PROPRIETARY**

#### **FINANCIAL INFORMATION**

Applicant considers information concerning its finances to be proprietary and confidential information not to be released to the public. The attached financial information is filed under seal and in an envelope labeled "CONFIDENTIAL AND PROPRIETARY." It is Applicant's understanding that Commission staff will honor Applicant's request for confidential treatment of these documents without the necessity of filing a separate motion for protective order.

**EXHIBIT F**

**CONFIDENTIAL AND PROPRIETARY**

SAMPLE BILL  
(Attached, Under Seal)

**EXHIBIT G**

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS  
BUSINESS PARTICIPATION PLAN  
(Attached)**

**PROPOSED SMALL AND MINORITY-OWNED  
TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN**

**SUBMITTED TO**

**TENNESSEE REGULATORY AUTHORITY**

**BY**

**NEW HORIZONS COMMUNICATIONS CORP.**

PROPOSED SMALL AND MINORITY-OWNED  
TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

TABLE OF CONTENTS

PURPOSE.....	1
DEFINITIONS .....	1
POLICY STATEMENT .....	1
PERIOD OF EFFECTIVENESS.....	1
PLAN ADMINISTRATION .....	1
PLAN TO ENSURE EQUITABLE OPPORTUNITY .....	2
PLAN REPORTING .....	2



PROPOSED SMALL AND MINORITY-OWNED  
TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

1. PURPOSE

- 1.1. This proposed small and minority-owned telecommunications business participation plan (Plan) is submitted by New Horizons Communications Corp. (the "Company") pursuant to T.C.A. §65-5-112.

2. DEFINITIONS

- 2.1. "Small Business" for the purpose of this Plan, is a business with annual gross receipts of less than four million dollars (\$4,000,000) per T.C.A. §65-5-112.
- 2.2. "Minority Business" for the purpose of this Plan, is a business that is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned by an individual who personally manages and controls the daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000) per T.C.A. §65-5-112.

3. POLICY STATEMENT

- 3.1. It is the Company's policy to afford small and minority-owned telecommunications businesses the maximum practicable opportunity to participate in the performance of contracts in accordance with T.C.A. §65-5-112.

4. PERIOD OF EFFECTIVENESS

- 4.1. As the Company does not currently purchase goods and services from small or minority-owned telecommunications businesses, the Plan and the associated duties and activities do not have a fixed time period for effectiveness. At such time the Company outsources the services of small and minority-owned telecommunications businesses, this Plan will be modified.

5. PLAN ADMINISTRATION

5.1. The Company Plan Administrator is:

Stephen Gibbs, President  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420  
Telephone: 781.290.4600  
Facsimile: 781.290.4660

5.2. The Administrator manages the Plan and has direct interface with contract administrators to ensure compliance.

6. PLAN TO ASSURE EQUITABLE OPPORTUNITY

6.1. The Administrator shall ensure that appropriate source listings and services are properly utilized in support of the Plan.

6.2. The Administrator shall cultivate and maintain relationships with women, minority, and small business trade associations and business development organizations in an effort to locate and qualify capable small and minority-owned telecommunications businesses for participation in contracting opportunities.

7. PLAN REPORTING

7.1. The Administrator will submit such periodic reports and cooperate in those studies or surveys as may be required to determine the extent of compliance with this Plan.

(Signature on Following Page)

Dated this \_\_\_\_ day of November, 2014.

New Horizons Communications  
Corp.

By: \_\_\_\_\_

Glen Nelson, Vice President –  
Marketing and Business  
Development  
420 Bedford Street, Suite 250  
Lexington, MA 02420  
Telephone: 781.290.4600  
Facsimile: 781.290.4660

Subscribed and sworn to before me this \_\_\_\_ day of November, 2014.

\_\_\_\_\_  
Notary Public in and for the State of Massachusetts,

My Commission expires: \_\_\_\_\_

SEAL

**EXHIBIT H**

PREFILED TESTIMONY  
(Attached)

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

IN THE MATTER OF THE APPLICATION OF )  
NEW HORIZONS COMMUNICATIONS CORP. )  
FOR A CERTIFICATE OF CONVENIENCE AND )  
NECESSITY TO PROVIDE COMPETING ) DOCKET NO. 14-\_\_\_\_\_  
LOCAL EXCHANGE, EXCHANGE ACCESS, )  
AND INTEREXCHANGE )  
TELECOMMUNICATIONS SERVICES )  
IN TENNESSEE )

**PRE-FILED TESTIMONY OF GLEN NELSON**  
**ON BEHALF OF**  
**NEW HORIZONS COMMUNICATIONS CORP.**

**Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND TELEPHONE NUMBER.**

**A.** My name is Glen Nelson. My business address is 420 Bedford Street, Suite 250

**A.** Lexington, MA 02420. The Company's main telephone number is 781.290.4600.

**Q. WHAT IS YOUR POSITION WITH THE APPLICANT?**

**A.** I am Vice President – Marketing and Business Development of New Horizons Communications Corp. (“Applicant” or the “Company”).

**Q. WHAT ARE YOUR PRINCIPAL RESPONSIBILITIES?**

**A.** I am responsible for the Company's operations and profitability.

**Q. PLEASE BRIEFLY DESCRIBE YOUR PROFESSIONAL BACKGROUND?**

**A.** I have been on the sales and marketing side of telecommunications for over twenty years. I am currently Vice President of Marketing and Business Development at New Horizon Communications. Prior to New Horizon, I worked for 13 years in various sales and marketing positions at CTC Communications Corp. My last position there was Associate Vice President of Marketing. Over the last twenty years I have held positions in marketing research, strategic planning, sales, sales management and marketing management for data and telecommunications hardware companies and service providers. I have consulted on a worldwide basis on data and telecommunications equipment and services for Fortune 50 companies. I am a graduate of Northeastern University.

**Q. HAVE YOU EVER TESTIFIED BEFORE THE TENNESSEE REGULATORY AUTHORITY?**

**A.** No, I have not.

**Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

**A.** My testimony supports the Application filed by the Company with the Tennessee Regulatory Authority (“Authority”) for authority to provide local exchange, exchange access, and interexchange telecommunications services. My testimony focuses on the Company’s technical, managerial and financial qualifications for granting the requested authority.

**Q. ARE ALL STATEMENTS IN THE COMPANY’S APPLICATION TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE, INFORMATION AND BELIEF?**

**A.** Yes. All statements in the Application are true and correct to the best of my knowledge, information and belief.

**Q. PLEASE DESCRIBE THE COMPANY AND ITS OPERATIONS.**

**A.** The Company is a corporation organized under the laws of the State of Delaware on October 8, 2002. The Company has provided local exchange, exchange access, and interexchange telecommunications services in virtually every state in the U.S. and successfully expanded its provision of innovative telecommunications services to residential and commercial subscribers. The Company now proposes to provide regulated local exchange, exchange access, and interexchange services to residential and enterprise subscribers in Tennessee and elsewhere, consistent with the services provided in other states.

**Q. HAS ANY STATE COMMISSION DENIED THE COMPANY AUTHORITY TO OPERATE?**

**A.** No state has refused to grant the Company a certificate to provide telecommunication services.

**Q. PLEASE DESCRIBE THE SERVICES THE COMPANY PROPOSES TO OFFER?**

- A. The Company proposes to provide switched and dedicated access local exchange, switched exchange access services, and interexchange telecommunications services to residential and enterprise subscribers, as well as other unregulated services. The Company will do so through non-facilities-based competitive local exchange services, switched exchange access service to interconnecting carriers and non-facilities-based interLATA and intraLATA interexchange telecommunications services in conjunction with the Company's interstate services. The Company will coordinate with incumbent local exchange carriers for the provision of emergency 911 services, directory publication, and directory distribution to local customers, where necessary.

**Q. HOW WILL THE COMPANY PROVIDE ITS SERVICES?**

- A. The Company serves its local exchange subscribers by utilizing a combination of incumbent local exchange carrier and other carrier wholesale services (certain of which may be provided by the incumbent as unbundled network elements ("UNEs") or as UNE-P replacement services) and/or resold services, among other things. The Company will not construct facilities. To the extent necessary, the Company will initiate negotiations for interconnection with incumbent and other local exchange carriers. The resulting interconnection agreements with incumbent local exchange carriers, which are entered into pursuant to 47 U.S.C. § 252, will be filed with the Commission for approval pursuant to the Telecommunications Act of 1996.<sup>3</sup> The specific competitive local and interexchange services the

---

<sup>3</sup> See 47 U.S.C. §252(e)



Company proposes to offer are more fully described in its local and interexchange tariffs which appear as Exhibit F of the Application. The Company will also provide switched access services to interconnecting carriers subject to a separate tariff.

**Q. WILL THE COMPANY OWN ANY SWITCHING OR TRANSPORT FACILITIES IN TENNESSEE?**

**A.** No. The Company will not have any switching equipment or transport facilities in Tennessee. Since the Company will be utilizing a combination of incumbent local exchange carrier wholesale services (certain of which may be provided by an incumbent as unbundled network elements (“UNEs”) or as UNE-P replacement services) and/or resold services, among other things, it will rely upon the technical capabilities of its underlying provider for all network and transport facilities to provide service.

**Q. HAS THE COMPANY REGISTERED TO DO BUSINESS IN TENNESSEE?**

**A.** Yes. The Company’s Certificate of Authority to transact business as a foreign limited liability company is attached to the Application as Exhibit B.

**Q. DOES THE COMPANY HAVE THE MANAGERIAL RESOURCES TO PROVIDE BASIC LOCAL EXCHANGE SERVICES TO CUSTOMERS IN THE LISTED LOCAL EXCHANGE AREAS?**

**A.** Yes. The Company’s operations are directed by a management team with proven experience and capability. Each of the Corporate officers of Applicant, who serve in senior management roles of the Applicant, has fifteen or more years' experience in his or her respective area of expertise operating successful telecommunications companies.

**Q. PLEASE DESCRIBE THE COMPANY'S FINANCIAL QUALIFICATIONS.**

**A.** The Company possesses the necessary financial resources to provide the proposed services proposed. We have successfully and profitably provided competitive local exchange and interexchange telecommunications services throughout most of the U.S. for more than five years, as demonstrated by our financial statements. The Company has the distinction of being named as one of the fastest growing companies for three consecutive years by Distinguished Inc. Magazine. Our Company will offer services by utilizing a combination of incumbent local exchange carrier wholesale services (certain of which may be provided by the incumbent as unbundled network elements ("UNEs") or as UNE-P replacement services) and/or resold services, among other things. The Company will not construct facilities. No additional funding will be needed to initiate operations. Our financial statements demonstrate that the Company is profitable, well capitalized, and has the financial ability to meet its ongoing obligations.

**Q. PLEASE DESCRIBE THE COMPANY'S RATE STRUCTURE**

**A.** The Company's proposed rates are found in its proposed tariff. The Company will file its final local exchange tariff subsequent to the Commission's approval of the Application and prior to providing service in Tennessee.

**Q. DOES THE COMPANY HAVE THE TECHNICAL RESOURCES TO PROVIDE BASIC LOCAL EXCHANGE SERVICE WITHIN THE GEOGRAPHIC AREA OF ITS CERTIFICATION?**

**A.** Yes. While the Company's technical ability to provide services rests primarily on the technical capabilities of its underlying network provider, we have shown in our existing service territories that we have the ability to

manage that relationship and handle any technical issues that arise. Since we are not building facilities, there is no impact on rate payers resulting from the Company's entry into Tennessee.

**Q. WILL THE COMPANY COMPLY WITH ALL APPLICABLE REGULATIONS REGARDING THE MANAGEMENT OF 9-1-1 EMERGENCY SERVICE TRAFFIC?**

A. Yes. The Company will coordinate with its underlying carriers to ensure that Commission regulations concerning the management of emergency phone calls are met

**Q. PLEASE DESCRIBE THE COMPANY'S TROUBLE REPORTING PROCEDURES.**

A. All service-related problems, including trouble reporting, may be directed to the Company's customer service department via its toll-free number, 855.600.4642 (Option 1). Our customer service staff is available 24 hours per day. Upon report of local service trouble, we will contact our carrier's operations staff to identify its source and will coordinate with the underlying carrier to isolate the trouble and repair. The underlying carrier will inform us when the issue is resolved. If the trouble pertains to interexchange services, we will report the issue to the designated service representative of the underlying carrier. That provider will take corrective action and will report to us the resolution of the trouble. The Company will then verify with customer that service has been restored.

**Q. HOW WILL THE COMPANY BILL ITS CUSTOMERS?**

A. The Company bills local and interexchange customers on a monthly basis.

**Q. HOW ARE BILLING DISPUTES RESOLVED?**

A. The Company's customer service department is available to resolve any disputes. Customers may reach the Company's customer service staff via its toll-free telephone number, 855.600.4642 (Option 1), by letter to the address listed on the bill, via facsimile, or via electronic delivery. We embrace a strong customer service orientation that makes meeting customer needs an absolute priority.

**Q. HOW ARE RATE AND SERVICE INFORMATION REQUESTS PROCESSED?**

A. The Company's customer service representatives are prepared to respond to all rate and service information requests through whatever medium customers elect to communicate with the Company. The rates for most services and bundles are also available via Company account representatives.

**Q. HOW ARE OPERATOR-ASSISTED AND DIRECTORY ASSISTANCE CALLS PROCESSED?**

A. The Company will provide directory assistance exclusively to its customers of record through its underlying carrier as an ancillary service. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212." The Company does not provide alternative operator services to the transient public.

**Q. WILL THE COMPANY PROVIDE PUBLIC PAY TELEPHONE SERVICE?**

A. No. The Company does not plan to provide public pay telephone service.

**Q. WILL APPLICANT PROVIDE PREPAID SERVICES?**

A. No. The Company does not provide prepaid services.

**Q. IS GRANT OF THE APPLICANT'S REQUEST FOR AUTHORITY TO PROVIDE SERVICES CONSISTENT WITH THE PUBLIC INTEREST?**

A. Yes. The Company's entry into the Tennessee local exchange telecommunications market will increase competition among providers to the benefit of consumers. Additional competition, for enterprise subscribers, improved customer service; and reduced consumer complaints. Moreover, a more competitive telecommunications sector, leading to lower costs for Tennessee business, should translate into benefits for the state's economy.

**Q. DOES THE COMPANY HAVE A SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN ("PLAN"), AS REQUIRED PURSUANT TO T.C.A. § 54-5-22?**

A. Yes. The Company submitted its Plan as **Exhibit G** to its Application.

**Q. HAS THE COMPANY DESIGNATED A PLAN ADMINISTRATOR WHO WILL BE RESPONSIBLE FOR ADMINISTERING THE COMPANY'S PLAN?**

A. Yes. I will be responsible for administering the Plan.

**Q. PLEASE DESCRIBE THE PUBLIC INTEREST BENEFITS ASSOCIATED WITH THE COMPANY'S PROPOSED OFFERING OF TELECOMMUNICATIONS SERVICES IN TENNESSEE.**

A. The Company's proposed services will allow customers to obtain competitive services and rates. Customers will benefit from the Company's industry experience and innovative service offerings and billing options. Additionally, an increase in the traffic generated through the provision of the Company's proposed intrastate services over existing facilities will help improve the efficiency of those facilities and reduce the underlying carriers' costs in provisioning such services.

**Q. DOES COMPANY INTEND TO COMPLY WITH ALL FEDERAL AND TENNESSEE APPLICABLE RULES, STATUTES, AND ORDERS PERTAINING TO THE PROVISION OF TELECOMMUNICATIONS**

**SERVICES IN TENNESSEE, INCLUDING THOSE FOR  
DISCONNECTION AND RECONNECTION OF SERVICE?**

**A. YES.**

**Q. IF APPLICANT IS APPROVED AND IS NOT OFFERING SERVICES  
WITHIN TWO (2) YEARS, WILL THE APPLICANT INFORM THE  
T.R.A. OF WHY AND REPORT REGARDING ANY PLAN OF  
OFFERING SERVICE?**

**A. Yes.**

**Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

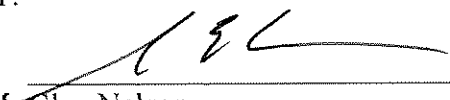
**A. Yes.**

AFFIDAVIT

The affiant, after first being duly sworn according to law, deposes and states as follows:


I, the undersigned, Glen Nelson, attest and certify that I prepared and reviewed the Pre-Filed Testimony and that the contents thereof are true to the best of my knowledge, information and belief.

FURTHER AFFIANT SAITH NOT.

  
Glen Nelson

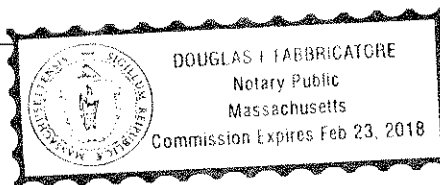
STATE OF MASSACHUSETTS )  
COUNTY OF MIDDLESEX )

Sworn to and subscribed before me this the 14 day of November, 2014.

  
Notary Public

My commission expires:

2/23/2018



**EXHIBIT I**

**TOLL DIALING PARITY PLAN**  
(Attached)



**NEW HORIZONS COMMUNICATIONS CORP.  
INC.  
INTRALATA TOLL DIALING PARITY IMPLEMENTATION PLAN**

Pursuant to the Federal Communications Commission ("FCC") Order 99-54 in CC Docket No. 96-98, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, New Horizon Communications Corp. (the "Company") submits its IntraLATA Toll Dialing Parity (1+ presubscription) Implementation Plan ("Plan").

**I. Objective/Purpose**

The Company seeks authority to provide telecommunications services within the State of Tennessee as an interexchange carrier and as a competing local provider ("CLP").

The Company's Implementation Plan would enable Customers to route intraLATA toll calls (intraLATA 1+ and 0+ calls), plus directory assistance (1+ area code + 555-1212), without the use of access codes, to the Customer's pre-selected interexchange carrier (IXC).

**II. Geographic Availability**

IntraLATA presubscription ("ILP") is available in all LATAs where the Company will provide its local telecommunications services within the State of Tennessee. ILP will be available in all exchanges of the underlying local exchange carrier where the Company provides local services.

**III. Implementation Schedule**

The Company intends to offer dialing parity for intraLATA toll calls upon the commencement of the provision of local exchange service. The Company will rely upon the capabilities of the underlying incumbent local exchange company ("ILEC") to provide intraLATA toll dialing parity. Accordingly, the Company's retail customers may choose any IXC that has established itself as an access customer under the underlying ILEC's access tariff.

**IV. Carrier Selection Process**

The Company will implement full 2-PIC ("Primary Interexchange Carrier") capability for interLATA and intraLATA presubscription. The full 2-PIC methodology allows customers to presubscribe to one carrier for intraLATA toll calls and to the same or a different carrier for interLATA toll calls.

The Company will ensure that new customers have the opportunity to choose their intraLATA toll carrier. The Company's employees who communications with the public,

accept orders and serve in customer service capacities will explain the availability of 2-PIC equal access and intraLATA toll dialing parity. Such employees will also assist customers in making an initial PIC choice, or in changing a PIC choice for intraLATA and interLATA toll calls.

A. Existing Customers

The Company has no existing local exchange customers in Tennessee.

B. New Customers

A new customer contacting the Company to request new local telephone exchange service will be advised of the opportunity to choose both an intraLATA and interLATA toll provider. If requested by the customer, the Company will provide a competitively neutral list of participating telecommunications carriers that provide intraLATA toll service in the customer's exchange. A new customer who does not select an intraLATA toll carrier will be identified as "no-PIC," and will not be automatically defaulted to a carrier. A "no-PIC" customer will be unable to make intraLATA toll calls on a 1+ or 0+ dialed basis, and will be required to dial the access code of a carrier (101XXXX) to place intraLATA toll calls until the customer chooses an intraLATA toll carrier. New customers will have thirty (30) calendar days following completion of the service request to make a PIC choice without charge.

V. Carrier Notification

IXCs will be notified via letter that they must contact the Company directly if an end-user using the Company's resold service or wholesale UNE-P based replacement service desires to change to that IXC. The Company will obtain a list of current IXCs from the TRA for mailing to all currently certificated IXCs. As a reseller, the Company will not have any access services or carrier customers in Tennessee who need to be informed of the availability of dialing parity. Should the Company provide access services as a facilities-based provider or via wholesale UNE-P based replacement services, the Company's access carrier customers will be informed of the availability of dialing parity.

VI. PIC Change Charges

The charge for a PIC change will be stated in the Company's tariff, and will be filed with the Authority.

VII. Anti Slamming Procedures

The Company will establish procedures for handling PIC change orders consistent with Authority requirements. The Company will work with IXCs and any customer who has been slammed in order to quickly resolve any disputes. The Company will ensure

that the customer's PIC selection is changed back to its carrier of choice, without charge to the customer, as soon as possible.

#### VIII. Non-Discriminatory Access

The Company will provide non-discriminatory access to customers for telephone numbers, operators services, directory assistance and directory listings.

**EXHIBIT J**

STATEMENT REGARDING NUMBERING ISSUES  
(Attached)

## NUMBERING ISSUES

1. What is your company's expected demand for NXXs per NPA within a year of approval of your application?

Response: As the Company will be providing service by utilizing a combination of incumbent local exchange carrier wholesale services (certain of which may be provided by the incumbent as unbundled network elements ("UNEs") or as UNE-P replacement services) and/or resold services, among other things, the Company does not expect to make any request for its own carrier specific numbering codes. It will instead rely upon the available inventory of its underlying carriers.

2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

Response: Please refer to response to No. 1, above.

3. When and in what NWP do you expect to establish your service footprint?

Response: The Company will initially provide local service throughout the area currently served by AT&T.

4. Will the company sequentially assign telephone numbers within NXXs?

Response: In the event that the Company's operations necessitate obtaining telephone numbers, it will assign such numbers sequentially within NXXs.

5. What measures does the company intend to take to conserve Tennessee numbering resources?

Response: The Company will obtain its numbers from underlying carriers and thus will not over utilize Tennessee's numbering resources.

6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

Response: Inapplicable.

**EXHIBIT K**

TENNESSEE SPECIFIC OPERATIONAL ISSUES  
(Attached)

## **TENNESSEE SPECIFIC OPERATIONAL ISSUES**

1. How does the company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

Response: The Company will utilize, either directly or indirectly, a rate center database for the State of Tennessee, which will jurisdictionalize all Tennessee intraLATA calls. The Company will utilize the rate center database in determining which calls are to be billed to its customers. The Company will also rely on underlying carrier information for resold services.

2. Is the company aware of the Tennessee County Wide Calling database maintained by AT&T and CenturyLink and the procedures to enter your telephone numbers on the database?

Response: Yes, the Company is aware of the Tennessee County Wide Calling database and will work with AT&T and CenturyLink, if necessary, to ensure that its telephone numbers are entered onto the database.

3. Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?

Response: Yes, the Company is aware of the local calling areas provided by AT&T and other incumbent carriers.

4. Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.

Response: The Company will utilize, either directly or indirectly, a rate center database that will jurisdictionalize all Tennessee intraLATA calls. The Company will utilize the rate center database in determining which calls are to be billed to its customers.

5. Please provide the name and telephone number of an employee of your company that will be responsible to work with the Authority on resolving customer complaints.

Response:

Glen Nelson, Vice President – Marketing and Business Development  
420 Bedford Street, Suite 250  
Lexington, MA 02420  
Telephone: 781.290.4600  
Email: gnelson@nhcgrp.com

6. Does the company intend to telemarket its services in Tennessee? If yes, is the company aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et seq.* and Chapter 1220-4-11?

Response: No. The Company will not telemarket services.



**EXHIBIT L**

**CORPORATE SURETY BOND**  
(Attached)

# TENNESSEE REGULATORY AUTHORITY

## TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 32S442394

**WHEREAS,** New Horizons Communications Corp (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

**WHEREAS,** under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

**WHEREAS,** New Horizons Communications Corp (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

**NOW THEREFORE, BE IT KNOWN,** that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 13th day of November, 2014, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

**PRINCIPAL**  
New Horizons Communications Corp

**SURETY**  
The Ohio Casualty Insurance Company

Name of Company authorized by the TRA

Name of Surety

310 E 96th Street Indianapolis, IN 46240

Company ID # as assigned by TRA

Address of Surety

SIGNATURE OF PRINCIPAL

SIGNATURE OF SURETY AGENT

Name:

Title:

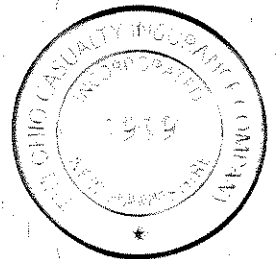
Name: Lindsey Morris

Title: Attorney in Fact

Address of Surety Agent:

327 UNION AVE

FRAMINGHAM, MA 01702-6338



THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

The Ohio Casualty Insurance Company  
**POWER OF ATTORNEY**

Surety Bond Number: 32S442394 Principal: New Horizons Communications Corp

Bond Amount: (\$2,000.00) Two Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lindsey Morris

all in the city of FRAMINGHAM, state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 18th day of November, 2013.



The Ohio Casualty Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Company, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 13th day of November, 2014.



By:

Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 888-844-2663 between 8:00 am and 7:30 pm EST on any business day.

ACKNOWLEDGMENT OF PRINCIPAL

Commonwealth of Massachusetts

~~STATE OF TENNESSEE~~

COUNTY OF Middlesex

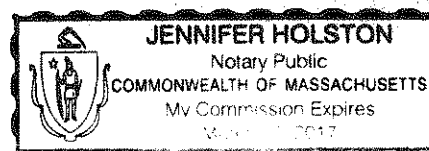
Before me, a Notary Public of the State and County aforesaid, personally appeared Glen Nelson with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of New Horizons Communications Corp. and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 17<sup>th</sup> day of NOVEMBER, 2014.

My Commission Expires:

MARCH 17, 2017

Jennifer Holston  
Notary Public



ACKNOWLEDGMENT OF SURETY

Commonwealth of Massachusetts

~~STATE OF TENNESSEE~~

COUNTY OF Middlesex

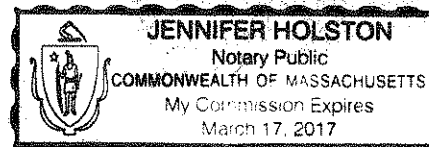
Before me, a Notary Public of the State and County aforesaid, personally appeared Lindsey Morris with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of LTM Insurance Agency, the within named Surety, a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 17<sup>th</sup> day of NOVEMBER, 2014.

My Commission Expires:

MARCH 17, 2014

Jennifer Holston  
Notary Public



APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

**IN THE MATTER OF THE APPLICATION OF )  
NEW HORIZONS COMMUNICATIONS CORP. )  
FOR A CERTIFICATE OF CONVENIENCE AND )  
NECESSITY TO PROVIDE COMPETING ) DOCKET NO. 14- \_\_\_\_\_  
LOCAL EXCHANGE, EXCHANGE ACCESS, )  
AND INTEREXCHANGE )  
TELECOMMUNICATIONS SERVICES )  
IN TENNESSEE )**

**NOTICE OF FILING**

TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)

PLEASE TAKE NOTICE, that in accordance with the Tennessee Regulatory Authority Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on December 24, 2014, New Horizons Communications Corp. filed an Application for a Certificate of Public Convenience and Necessity to Provide Competing Local Telecommunications Services.

This 24<sup>th</sup> day of December, 2014.

New Horizons Communications  
Corp. Inc.

By: H. LaDon Baltimore

H. LaDon (Don) Baltimore  
Farris Bobango PLC  
618 Church Street, Suite 300  
Nashville, TN 37219  
Telephone: 615.726.1200  
Facsimile: 615.726.1776  
Email: [dbaltimore@farris-law.com](mailto:dbaltimore@farris-law.com)

**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS  
CERTIFICATED IN TENNESSEE  
(FACILITIES-BASED)**

**1) ARDMORE TELEPHONE COMPANY, INC.**

P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449  
(205) 423-2131  
(205) 423-2208 (Fax)

**2) AT&T, INC.**

333 Commerce Street  
Nashville, TN 37201-3300  
(615) 214-3800  
(615) 214-8820 (Fax)

**3) CENTURY TELEPHONE OF ADAMSVILLE**

P.O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310  
(901) 632-3311  
(901) 632-0232 (Fax)

**4) CENTURY TELEPHONE OF CLAIBORNE**

P.O. Box 100  
507 Main Street  
New Tazewell, TN 37825  
(423) 626-4242  
(423) 626-5224 (Fax)

**5) CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC.**

P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363  
(423) 238-4102  
(423) 238-5699 (Fax)

**6) CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE**

P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

**7) CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE**

P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

**8) LORETTO TELEPHONE COMPANY, INC.**

P.O. Box 130  
Loretto, TN 38469  
(931) 853-4351  
(931) 853-4329 (Fax)

**9) MILLINGTON TELEPHONE COMPANY, INC.**

P.O. Box 429  
4880 Navy Road  
Millington, TN 38083-0429  
(901) 872-3311  
(901) 873-0022 (Fax)

**10) SPRINT-UNITED**

112 Sixth Street  
Bristol, TN 37620  
(423) 968-8161  
(423) 968-3148 (Fax)

**11) TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.**

P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610  
(423) 966-5828  
(423) 966-9000 (Fax)

**12) TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY**

P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552  
(931) 535-2200  
(931) 535-3309 (Fax)

**13) TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.**

P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009  
(423) 671-4600  
(423) 253-7080 (Fax)

**14) TDS TELECOM-TENNESSEE TELEPHONE COMPANY**

P.O. Box 18139

Knoxville, TN 37928-2139

(423) 922-3535

(423) 922-9515 (Fax)

**15) TEC-CROCKETT TELEPHONE COMPANY, INC.**

P.O. Box 7

Friendship, TN 38034

(901) 677-8181

**16) TEC-PEOPLE'S TELEPHONE COMPANY, INC.**

P.O. Box 310

Erin, TN 37061

(931) 289-4221

(931) 289-4220 (Fax)

**17) TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.**

P.O. Box 10

244 E. Main Street

Bradford, TN 38316

(901) 742-2211

(901) 742-2212 (Fax)

**18) UNITED TELEPHONE COMPANY**

P.O. Box 38

120 Taylor Street

Chapel Hill, TN 37034

(931) 364-2289

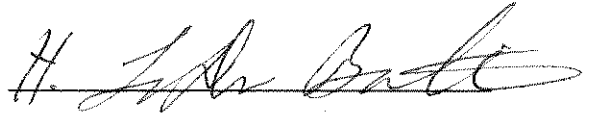
(931) 364-7202 (Fax)



## CERTIFICATE OF SERVICE

This is to certify that on December 24, 2014 a copy of the Application of Vodafone US Inc. for a Certificate to Provide Competing Local Telecommunications Services and Interexchange Services, without confidential exhibits, was sent via first class mail, postage prepaid to the attached service list.

By:

A handwritten signature in black ink, appearing to read 'H. LaDon', written over a horizontal line.

H. LaDon (Don) Baltimore  
Farris Bobango PLC  
618 Church Street, Suite 300  
Nashville, TN 37219  
Telephone: 615.726.1200  
Facsimile: 615.726.1776

Counsel to  
New Horizons Communications Corp.

**EXHIBIT E**

PROPOSED TARIFF  
(Attached)

## **STATE OF TENNESSEE TELECOMMUNICATIONS TARIFF**

Regulations and Schedule of Charges Applying to  
Competitive Local Exchange and Interexchange  
Telecommunications Services  
in the State of Tennessee

### **New Horizons Communications Corp.**

New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange and interexchange telecommunications Services provided by New Horizons Communications Corp. ("New Horizons" or "Company") within the State of Tennessee. This Tariff is on file with the State of Tennessee Regulatory Authority ("Authority"). This Tariff may also be inspected during normal business hours at New Horizons Communications Corp.'s principal place of business at 420 Bedford Street, Suite 250, Lexington, MA 02420

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**CHECK SHEET**

Sheets inclusive of this Tariff are effective as of the date shown at the bottom of the respective Sheet(s). Revised Sheets as named below contain all changes from the original filing that are in effect on the date listed.

<b>Sheet No.</b>	<b>Sheet Version</b>	<b>Sheet No.</b>	<b>Sheet Version</b>	<b>Sheet No.</b>	<b>Sheet Version</b>
1	Original	35	Original	69	Original
2	Original	36	Original	70	Original
3	Original	37	Original	71	Original
4	Original	38	Original	72	Original
5	Original	39	Original	73	Original
6	Original	40	Original	74	Original
7	Original	41	Original	75	Original
8	Original	42	Original	76	Original
9	Original	43	Original	77	Original
10	Original	44	Original	78	Original
11	Original	45	Original	79	Original
12	Original	46	Original	80	Original
13	Original	47	Original	81	Original
14	Original	48	Original	82	Original
15	Original	49	Original	83	Original
16	Original	50	Original	84	Original
17	Original	51	Original	85	Original
18	Original	52	Original	86	Original
19	Original	53	Original	87	Original
20	Original	54	Original	88	Original
21	Original	55	Original	89	Original
22	Original	56	Original	90	Original
23	Original	57	Original	91	Original
24	Original	58	Second	92	Original
25	Original	59	Original	93	Original
26	Original	60	Original	94	Original
27	Original	61	Original	95	Original
28	Original	62	Original	96	Original
29	Original	63	Original	97	Original
30	Original	64	Original	98	Original
31	Original	65	Original	99	Original
32	Original	66	Original	100	Original
33	Original	67	Original	101	Original
34	Original	68	Original	102	Original

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
 New Horizons Communications Corp.  
 420 Bedford Street, Suite 250  
 Lexington, MA 02420

---

**TABLE OF CONTENTS**

Check Sheet .....	2
Table of Contents .....	3
Concurring Carriers .....	4
Connecting Carriers .....	4
Other Participating Carriers .....	4
Explanation of Symbols .....	5
Tariff Format .....	6
Application of Tariff .....	7
 <b>Section 1 - Definitions and Abbreviations .....</b>	 <b>8</b>
 <b>Section 2 - Rules and Regulations .....</b>	 <b>12</b>
 <b>Section 3 – Description of Service .....</b>	 <b>54</b>
 <b>Section 4 – Service Charges and Surcharges .....</b>	 <b>61</b>
 <b>Section 5 – Network Service Descriptions .....</b>	 <b>62</b>
 <b>Section 6 – Rates and Charges .....</b>	 <b>72</b>
 <b>Section 7 – Directory Assistance and Listing Services .....</b>	 <b>86</b>
 <b>Section 8 – Low Income Assistance Programs .....</b>	 <b>96</b>
 <b>Section 9 – Miscellaneous Services .....</b>	 <b>99</b>
 <b>Section 10 – Promotional Offerings/Contact and ICB .....</b>	 <b>102</b>

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

### EXPLANATION OF SYMBOLS

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**TARIFF FORMAT**

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420



**APPLICATION OF TARIFF**

- A.** This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competing local exchange Services offered by Company to Customers in the State of Tennessee, subject to availability.
- B.** Company has been granted authority to provide Local Exchange Service in exchanges served by incumbent local exchange carriers that do not enjoy a rural exemption under Section 251(f) of the Federal Telecommunications Act of 1996. Company's Local Exchange Service area is consistent with the incumbent local exchange carrier as set forth in each company's respective local exchange Price List, which Company adopts as its own. Company's has been granted authority to provide Interexchange Service statewide.
- C.** The rates and regulations contained in this Tariff apply only to the telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company or its affiliates.
- D.** Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Authority.
- F.** This Tariff is governed and interpreted according to the Laws of the State of Tennessee.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

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

**Access Line:** A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

**Applicant:** The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to Company for Services provided as set forth in this Tariff.

**Authority:** The State of Tennessee Regulatory Authority.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service. Also see "End-User."

**Basic Local Exchange Service:** Service that includes the following:

- \* Single-party Service;
- \* Voice grade access to the public switched network;
- \* Support for local use;
- \* Dual tone multifrequency signaling (touch-tone);
- \* Access to emergency Services (911);
- \* Access to operator Services;
- \* Access to Interexchange Services;
- \* Access to directory assistance; and
- \* Toll limitation Services.

**Called Station:** The terminating point of a call (i.e., the called number).

**Carrier:** An entity certified by the Authority to provide telecommunications Services within the State of Tennessee.

**Central Office:** A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

**Channel:** A communications path between two or more points of termination.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

**Company:** New Horizons Communications Corp. ("Company"), the issuer of this Tariff.

**Customer:** The person, firm, corporation or other entity which orders or uses the Company's services offered in this tariff and which is responsible for payment of charges in compliance with the regulations in this tariff, except any person, firm, corporation or other entity to whom the Company does not specifically solicit for the use of the Company's services offered in this Tariff or who does not affirmatively consent to the use of the Company's services offered in this Tariff.

**Customer Premises:** A location designated by the Customer for the purposes of connecting to Company's Services.

**Directory Listing:** The publication in alphabetical directory published by an incumbent local exchange carrier ("ILEC") of information relative to a subscriber's telephone number, by which telephone Authorized Users are enabled to ascertain the telephone number of a desired individual or business.

**Disconnect or Disconnection:** The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

**End User:** Any person, firm, corporation, partnership or other entity that uses the Services of Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer. Also see "Authorized User."

**Exchange:** A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

**Facility or Facilities:** Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

**Force Majeure:** Causes beyond Company's control, including but not limited to: acts of God, fire, flood, explosion, lightning or other natural catastrophes, labor dispute, cable cuts, and failures of third-party suppliers of goods and services; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military Authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars.

**Holidays:** Any day which is a legally observed federal government holiday.

**Installation Charges:** Charges, which are assessed on a non-recurring basis at the establishment of a Service.

**Interexchange:** Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

**InterLATA:** A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

**IntraLATA:** A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

**Joint User:** An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

**LATA (Local Access and Transport Area):** A geographical area established by the U.S. District Court for the State of Tennessee in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor Tariffs.

**Local Calling Area:** One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

**Local Exchange Carrier ("LEC"):** A company that furnishes Local Exchange telecommunications Service.

**Local Exchange Service:** The furnishing of telecommunications Service to individual and Business Customers within a specified geographical area for Basic Local Exchange Service.

**Local Exchange Service Area:** The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of Company or of other telephone companies.

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

**Premises:** The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

**Service(s):** The intrastate telecommunications Service(s) that Company offers as set forth in this Tariff.

**Station:** Telephone equipment from or to which calls are placed.

**Telecommunications Relay Service (TRS):** Enables the Deaf, hard-of-hearing, or speech-impaired who use a text telephone or similar devices, and non-impaired callers to freely communicate with each other.

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

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

## **SECTION 2 - RULES AND REGULATIONS**

### **2.1. UNDERTAKING OF COMPANY**

#### **2.1.1. Scope**

- A. Company undertakes to furnish competitive Local Exchange communications Services within the State of Tennessee pursuant to the rates, terms and conditions set forth in this Tariff.
- B. Customers and Authorized Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. Company is responsible under this Tariff only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to Company network in order to originate or terminate its own services, or to communicate with its own customers.
- C. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- D. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- E. Company's Services are provided on a monthly basis unless otherwise provided, and are generally available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.
- F. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF COMPANY, Continued**

**2.1.2. Shortage of Equipment or Facilities**

- A. Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by Company, when necessary because of lack of Facilities, or due to some other causes beyond Company's control.
- B. The furnishing of Service under this Tariff is subject to existence of necessary Facilities in a specific location. The availability on a continuing basis of all the necessary Facilities and is limited to the capacity of Company's Facilities as well as Facilities Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of Company.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in Authority regulations as amended from time to time.

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

- A. Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days.
- B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff; further, Customers will also be required to execute any other documents as may be reasonably requested by Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) calendar days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order, shall survive such termination.
- D. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from Company. Customers who have service with another carrier under contract may incur early termination fees to subscribe to Company's Services.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420



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

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

- A. Liability for Service Disruption - The liability of Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages or lost profits, or costs of cover to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of Company's employees or agents.
- B. Indemnification - Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
  - 1. Circumstances Beyond Company's Control - Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to Force Majeure; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve Company's employees.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF COMPANY, Continued**

**2.1.4. Liability of Company, Continued**

**B. Indemnification, Continued**

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

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

---

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

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

G. EXPRESS AND IMPLIED WARRANTIES - COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

- H. Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- I. Provision of Service - Company will not be liable for any refusals or failures to provide Service or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.
- J. Emergency 911 Service

With respect to emergency 911 Service:

- 1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service and does not create any relationship or obligation, direct or indirect, with or to any person other than Customer.
- 2. Neither is Company responsible for any infringement nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of Company, the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

- K. Directory Listings - Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
1. Cost and Time - Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability by Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
  2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
  3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental agency responsible for the Emergency 911 Service upon request of such government agency. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420



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

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

**2.1.6. Provision of Equipment and Facilities**

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

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

**2.1.7. Non-Routine Installation**

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

**2.1.8. Special Construction**

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

- A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- B. of a type other than that which Company would normally utilize in the furnishing of its Services;
- C. over a route other than that which Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which Company would normally construct;

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF COMPANY, Continued**

**2.1.8. Special Construction, Continued**

- 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 in accordance with this Tariff remains in Company, its agents, wholesale partners or contractors.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

The Services Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2. Compliance Letter Required**

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

**2.2.3. No Interference**

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

**2.2.4. Assignment Provisions**

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of Company. Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to Company for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

**2.2.6. Service Used for Compensation**

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

**2.2.7. Service Used to Annoy or Harass**

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

**2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes**

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

**2.2.9. Service Used Without Payment**

The use of Company's Services either without payment for Service or attempting to avoid payment for Service including, but not limited to, by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, and engagement of a third party to commit fraud, is prohibited.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

**2.2.11. Use of Resold Services from Other Providers**

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

**2.2.12. Use for Solicitation by Recorded Messages**

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff and/or contract;
- B. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- C. A charge of \$20.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by Company for good cause shown.
- D. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Company or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by Company or its affiliates.

**2.3.2. Unauthorized Use**

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

**2.3.4. Compliance with Law**

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

**2.3.5. Identification**

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

**2.3.6. Relationship**

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420



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

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

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

**2.3.9. Resources and Rights of Way**

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

**2.3.10. Working Conditions**

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

**2.3.11. Liens or Encumbrances**

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. CUSTOMER EQUIPMENT AND CHANNELS****2.4.1. General**

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

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.1. Establishment of Service, Continued**

A. Application for Service, Continued

3. Company may refuse to establish, Continued

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420



**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.1. Establishment of Service, Continued**

**B. Establishment of Credit**

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.1. Establishment of Service, Continued**

**B. Establishment of Credit, Continued**

6. An existing Customer may be required to reestablish prepayment when any of the following conditions occur:
  - (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service disconnected by Company for nonpayment two (2) times;
  - (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service disconnected two (2) times by Company or Company provides evidence that the Customer used a device or scheme to obtain Service without payment;
  - (c) After the first twelve (12) months that a Customer has received Service, the Customer pays late at least three (3) times during any twelve (12) month period; or
  - (d) At any time during the term of the agreement the customers exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
9. If a Customer fails to reestablish credit as required by Company, Service may be disconnected pursuant to Authority rule(s) and state laws, if applicable.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

**2.5.3. Billing and Collection of Charges**

- A. Recurring charges are billed monthly. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No local usage charges will apply to calls received by the Customer.
- B. Billing is payable upon receipt and past due twenty (20) calendar days following the billing date. The Company may impose a monthly late payment charge not to exceed 1.5 percent for the unpaid balance if bills are not paid within twenty (20) days after the date of posting. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will back bill Customer for applicable charges up to six (36) months.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.4. Advanced Payments**

Company does not accept advanced payments.

**2.5.5. Deposits**

Company does not accept deposits.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

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

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

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

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

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

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.6. Disputed Bills, (Continued)**

The address and telephone number of Authority:

Tennessee Regulatory Authority  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, TN 37243

Telephone number: 615.770.6857  
Toll Free: 808.276.0677  
Web Site: <http://tn.gov/tra>

**2.5.7. Late Payment Charges**

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

**2.5.8. Credit Limit**

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

**2.5.9. The Issuance of Credit or Payments**

Customers may contact Company for resolution of billing disputes by telephone to Company's Customer Service Department at 866.241.9423 or in writing addressed to the attention of Company Customer Operations Center, 6216 Whiskey Creek Drive, Suite B, Fort Myers, FL 33919; Facsimile: 239.275.6230 Electronic Mail: <http://www.nhcgrp.com/contact.html> Customer Service representatives are available to address inquiries during company business hours from Monday through Friday, 8:00 AM to 5:00 PM Eastern Time.

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

- A. Company may temporarily interrupt Service when necessary to affect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of Company.
- C. If the Customer reports to Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by Company or an agent of Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by Company to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than Company, including, but not limited, to the Customer.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. INTERRUPTIONS OF SERVICE, Continued**

**2.6.2. Limitations of Allowances**

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

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420



**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.3. Use of Another Means of Communications**

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

**2.6.4. Application of Credits for Interruptions in Service**

- A. Credits for interruptions in Service that are provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) calendar days.

**2.6.5. Credit Allowance for Interruptions in Service**

If the interruption is for more than twelve (12) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by Company as follows:

- A. If the interruption is for twelve (12) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.8. USE OF CUSTOMER'S SERVICE BY OTHERS**

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

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. CANCELLATION OF SERVICE BY CUSTOMER**

- 2.9.1.** Customer may cancel local Service by providing notice to Company thirty (30) calendar days prior to cancellation.
- 2.9.2.** Customer is responsible for usage charges while still connected to Company's Service and for the payment of associated local Exchange Company charges, if any, for Service charges.
- 2.9.3.** Any cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. CANCELLATION OF SERVICE BY COMPANY****2.10.1. Discontinuance Without Notice**

Access line service may be refused or disconnected without notice in the event Customer uses equipment in such a manner as to adversely affect the access line service to others, in the event of tampering with the equipment furnished and owned by the exchange carrier, or in the event Customer violates Company's filed Tariff. Company reserves the right to immediately discontinue furnishing the Service to Customers without incurring liability for the following reasons:.

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of Company, to Company's equipment, the public or to employees of Company;
- B. By reason of any order or decision of a court or any other governmental Authority which prohibits Company from furnishing such Service;
- C. For unlawful use of the Service or use of the Service for unlawful purposes;  
or
- D. In the event that the Facilities have been abandoned or are being used by unauthorized persons.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. CANCELLATION OF SERVICE BY COMPANY, Continued**

**2.10.2. Discontinuance of Service With Notice**

Pursuant to Tennessee Rule 1220-4-2-.12, Service may be refused or discontinued for all of the following reasons:

- A. In the event of customer use of equipment in such a manner as to adversely affect the utility's equipment or the utility's service to others.
- B. In the event of tampering with the equipment furnished and owned by the utility.
- C. For violation of or noncompliance with the Authority's Regulations Governing Service Supplied by Telephone Utilities, or for violation of or non-compliance with the utility's rules on file with the Authority.
- D. For failure to comply with municipal ordinance or other laws.
- E. For failure of the customer to permit the utility reasonable access to its equipment.
- F. For nonpayment of bill.

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

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

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

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

**2.11. NOTICES AND COMMUNICATIONS**

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

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

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

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

**2.12. FULL FORCE AND EFFECT**

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

**2.13. TAXES, FEES AND SURCHARGES**

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

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 3 – DESCRIPTION OF SERVICE****3.1. APPLICATION OF RATES AND CHARGES**

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

**3.1.1. General**

A. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Recurring Charges for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

B. Local Exchange Services

The following local exchange Network Services are available to Customers where provisioning is technically and commercially feasible.

1. Local Exchange Services
2. Optional Calling Features
3. Directory Listing Services

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420



**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.1. APPLICATION OF RATES AND CHARGES, Continued**

**3.1.2. Service Connection and Maintenance Charges**

**A. Service Connection Charges**

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by Company.
3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is offered on a later date may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. EXCHANGE SERVICES****3.2.1 Local Exchange Service Territory**

Company's service territory within the State of Tennessee mirrors that of AT&T Tennessee, Inc. exchange service territory for those companies with whom Company maintains an operating agreement.

**3.2.2 Local Exchange Service**

- A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment.
- B. Local Exchange Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:
  - 1. Originate communications to other points on Company's underlying network;
  - 2. Receive communications from other points on Company's underlying network;
  - 3. Access Company's Services as set forth in this and other Company Tariffs;
  - 4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's underlying network;
  - 5. Access Company's customer service for Service-related assistance;
  - 6. Access 911 or E911 services, where available, directory assistance, and telecommunications relay services; and
  - 7. Access Directory Assistance.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. EXCHANGE SERVICES, Continued****3.2.2. Local Exchange Service, Continued**

- D. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.
- E. Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.
- F. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services are blocked by Company.
- G. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.
- H. Whenever any Customer's telephone number is changed after a directory is published, the Company shall, upon Customer's request, intercept all calls to the former number for the time requested by the Customer and give the calling party the new number, provided existing Central Office equipment will permit and the Customer so desires.
- I. 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.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 3 - DESCRIPTION OF SERVICE, Continued**

**3.2. EXCHANGE SERVICES, Continued**

**3.2.3. Services Offered**

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Authority:

- Standard Residence Line Service
- Standard Business Line Service
- PBX Trunk Service
- Direct Inward Dial (DID) Service
- Optional Calling Features

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

- Listing Services (including Non Published and Non Listed Services)
- Directory Assistance
- Miscellaneous Services

**3.2.4. Application of Rates and Charges**

All services offered in this Tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. EXCHANGE SERVICES, Continued****3.2.5 Standard Residence Line**

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**3.2.6 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**3.2.7 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

**3.2.8 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3. INTEREXCHANGE SERVICES\***

- 3.3.1.** Intrastate Long Distance - Permits Customers to originate calls via switched or dedicated access lines and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "1010XXX" followed by "1 + ten digits". Further, the Service permits a Customer connection to Company's network, enabling the Customer, among other things, to access Interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's network; access Company's business office for Service-related assistance; access Operator-Assisted Calling Services; and access Directory Assistance.
- 3.3.2.** **Toll Free Service** – This service is inbound calling only where an 800, 888 or other Toll Free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.
- 3.3.3.** **Directory Assistance** – Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

---

**SECTION 4 - SERVICE CHARGES AND SURCHARGES****4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service.

	<u>Residence</u>	<u>Business</u>
Line Connection Charge		
First Line	\$42.50	\$58.25
Each Additional Line	\$16.75	\$30.00
Line Change Charge		
First Line	\$15.25	\$19.00
Each Additional Line	\$3.25	\$12.00

**4.2 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<b>Duration of time, per technician</b>	<u>Residential</u>	<u>Business</u>
Initial 15 minute increment	\$20.75	\$22.50
Each Additional 15 minute increment	\$8.25	\$8.50

**4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	<u>Business</u>
Per occasion	\$15.25	\$19.00

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

## **SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS**

### **5.1 General**

#### **5.1.1 Services Offered**

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Authority:

Standard Residence Line Service  
Standard Business Line Service  
PBX Trunk Service  
Direct Inward Dial (DID) Service  
Optional Calling Features

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)  
Directory Assistance  
Miscellaneous Services (including Vanity Numbers and Number Portability)

#### **5.1.2 Application of Rates and Charges**

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420



**SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued****5.2 Standard Residence Line**

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines.

**5.3 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.4 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

**5.5 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued****5.6 Optional Calling Features**

The features listed in Section 5.11.1 are offered by the Company to Residential and Business Customers. Refer to Price Lists in Sections 6 and 7 of this tariff for specific features offered with each type of local exchange service.

**5.6.1 Features Descriptions**

- A. Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;  
Priority Screening;  
Ring Control; and  
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- B. Flexible Call Forwarding with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- C. Flexible Call Forwarding Plus:** Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when FCF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued****5.6 Optional Calling Features, Continued****5.6.1 Feature Descriptions, Continued**

- D. Flexible Call Forwarding Plus with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- E. Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- F. Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- G. Call Forwarding Don't Answer, Basic:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- H. Call Forwarding Don't Answer w/Ring Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

---

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued****5.6 Optional Calling Features, Continued****5.6.1 Feature Descriptions, Continued**

- I. Call Forwarding Don't Answer w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- J. Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- K. Call Forwarding Busy Line w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- L. Call Waiting – Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- M. Call Waiting -- Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;  
Answer the waiting call and disconnecting from the first party;  
Direct the waiting caller to hold via a recording  
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding don't Answer feature active in order to forward a waiting call to another location.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued****5.6 Optional Calling Features, Continued****5.6.1 Feature Descriptions, Continued**

- N. Call Waiting – Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.
- O. Caller ID – Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- P. Caller ID – Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- Q. Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- R. Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- S. Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

---

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued****5.6 Optional Calling Features, Continued****5.6.1 Feature Descriptions, Continued**

- T. Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- U. Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- V. Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- W. Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.
- X. Multiple Directory Number Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing – First Number and Distinctive Ringing – Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- Y. Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued****5.6 Optional Calling Features, Continued****5.6.1 Feature Descriptions, Continued**

**Z. Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

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

**AA. Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

**AB. Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued****5.7 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

**5.7.1 Non-Published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

**5.7.2 Non-Listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**5.8 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance. Customers will be notified of listing, but the call will not be completed.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420



**SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued****5.9 Miscellaneous Services****5.9.1 Main Number Retention**

Main Number Retention is an optional feature by which a Customer, who was formally a customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

**5.9.2 Pay Per Call Blocking/Unblocking**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**5.9.3 Vanity Number Service**

This service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided exchange services.

**5.9.4 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

## **SECTION 6 – RATES AND CHARGES**

### **6.1 General**

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Authority. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof.

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 6 – RATES AND CHARGES, Continued****6.2 Standard Residence Local Exchange Service**

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

**6.2.1 Monthly Recurring Charges**

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touch-tone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

RATE GROUP	SERVICE TYPE	
	Flat Rate	Message Rate
Group 2	\$11.88	\$6.56
Group 5	\$13.59	\$7.41
Group 7	\$14.11	\$7.68
Group 12	\$16.58	\$8.91

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 6 – RATES AND CHARGES, Continued****6.2 Standard Residence Local Exchange Service, Continued****6.2.2 Other Monthly Recurring Charges****Hunting (a.k.a. Rotary or Grouping)**

The following charges apply to Standard Residence Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

RATE GROUP	HUNTING PER LINE	
	Flat Rate	Message Rate
Rate Groups 2	\$5.85	\$2.66
Rate Groups 5	\$6.79	\$3.09
Rate Groups 7	\$7.09	\$3.22
Rate Groups 12	\$8.44	\$3.84

**6.2.3 Usage Sensitive Charges and Allowances****A. Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

**B. Message Service**

Customers subscribing to Message Service will receive a monthly usage allowance of 30 outgoing calls. This allowance is applied to local calls placed from the Customer's line. Local usage in excess of the allowance will be billed in arrears. Local usage is billed on a per call basis.

Per Local Call	\$0.1140
----------------	----------

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 6 – RATES AND CHARGES**, Continued**6.2 Standard Residence Local Exchange Service**, Continued**6.2.4 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

First Line	\$42.50
Each Additional Line(1)	\$16.75

**NOTES:**

- (1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 6 – RATES AND CHARGES, Continued****6.3 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 6 – RATES AND CHARGES, Continued****6.3 Standard Business Local Exchange Service, Continued****6.3.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

RATE GROUP	SERVICE TYPE	
	Flat Rate	Message Rate
Group 2	\$23.66	\$19.36
Group 5	\$30.21	\$24.61
Group 7	\$35.44	\$28.79
Group 12	\$45.89	\$37.15

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 6 – RATES AND CHARGES, Continued****6.3 Standard Business Local Exchange Service, Continued****6.3.2 Other Monthly Recurring Charges****Hunting (a/k/a Rotary or Grouping)**

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

<b>Rate Group</b>	<b>Hunting per line</b>	
	<b>Flat Rate</b>	<b>Message Rate</b>
Rate Groups 2	\$11.81	\$8.59
Rate Groups 5	\$15.42	\$11.21
Rate Groups 7	\$18.29	\$13.30
Rate Groups 12	\$24.04	\$17.48

**6.3.3 Usage Sensitive Charges and Allowances****A. Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

**b. Message Service**

Customers subscribing to Message Service will receive a monthly usage allowance of 75 outgoing calls. This allowance is applied to local calls placed from the Customer's line. Local usage in excess of the allowance will be billed in arrears. Local usage is billed on a per call basis.

Per Local Call	\$0.1140
----------------	----------

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420



**SECTION 6 – RATES AND CHARGES, Continued****6.3 Standard Business Local Exchange Service, Continued****6.3.4 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Business lines are:

First Line	\$58.25
Each Additional Line(1)	\$30.00

**NOTES:**

- (1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

---

**Issued:****Effective:****Issued by:**

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 6 – RATES AND CHARGES, Continued****6.4 Residence and Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business and Residence Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Sections 7.2 and 7.3).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.5).

**6.4.1 Flat Rate Service**

RATE GROUP	SERVICE TYPE PER TRUNK				
	Residential	Business Comb/Outdial Two Way	PBX Inbound Only	DID Inbound Only	DID Two Way
Group 2	\$20.35	\$37.68	\$34.35	\$34.35	\$72.03
Group 5	\$23.09	\$48.17	\$44.84	\$44.84	\$93.01
Group 7	\$23.92	\$56.53	\$53.20	\$53.20	\$109.73
Group 12	\$27.87	\$73.25	\$69.92	\$69.92	\$143.17

**6.4.2 Message Rate Service**

RATE GROUP	SERVICE TYPE PER TRUNK		
	Business Comb/Outdial Two Way	PBX Inbound Only	DID Inbound Only
Group 2	\$25.14	\$34.35	\$34.35
Group 5	\$31.80	\$44.84	\$44.84
Group 7	\$37.11	\$53.20	\$53.20
Group 12	\$47.73	\$69.92	\$69.92

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
 New Horizons Communications Corp.  
 420 Bedford Street, Suite 250  
 Lexington, MA 02420

---

**SECTION 6 – RATES AND CHARGES, Continued****6.5 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 1 <sup>st</sup> Block of 20 DID Numbers	\$915.00	\$3.80
Each Additional Block of 20 DID Numbers	\$15.00	\$3.80
DID Trunk Termination:	\$90.00	\$38.00
Per Inward Only Trunk	\$250.00	\$42.75
Per Combination Trunk with Call Transfer		
Dual Tone Multifrequency Pulsing Option, Per Trunk	N/A	\$7.13
Automatic Intercept Service, Per Number Referred	\$16.00	N/A

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

---

**SECTION 6 – RATES AND CHARGES, Continued****6.6 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**6.6.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Residence	Business
Three-Way Calling	\$0.72	\$0.72
Call Return	\$0.72	\$0.72
Repeat Dialing	\$0.72	\$0.72
Calling Number Delivery Blocking, Per Call	\$0.72	\$0.72

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 6 – RATES AND CHARGES, Continued****6.6 Optional Calling Features, Continued****6.6.2 Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

<b>Optional Calling Feature</b>	<b>Residence</b>	<b>Business</b>
Flexible Call Forwarding	\$4.75	\$8.55
Flexible Call Forwarding with Audio Calling Name	\$6.65	\$10.45
Flexible Call Forwarding Plus	\$6.65	N/A
Flexible Call Forwarding Plus with Audio Calling Name	\$8.55	N/A
Call Forwarding Variable	\$2.85	\$3.75
Call Forwarding Variable with Remote Access	\$4.75	\$8.50
Call Forwarding Don't Answer – Basic	\$0.95	\$2.80
Call Forwarding Don't Answer w/Ring Control	\$0.95	\$2.80
Call Forwarding Don't Answer w/Customer Control	\$2.85	\$5.94
Call Forwarding Busy Line – Basic	\$0.95	\$2.95
Call Forwarding Busy Line w/Customer Control	\$1.90	\$6.25
Call Waiting – Basic	\$4.28	\$5.65
Call Waiting – Deluxe	\$5.70	N/A
Call Waiting – Deluxe with Conferencing	\$5.70	N/A

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
 New Horizons Communications Corp.  
 420 Bedford Street, Suite 250  
 Lexington, MA 02420

**SECTION 6 – RATES AND CHARGES, Continued****6.6 Optional Calling Features, Continued****6.6.2 Features Offered on a Monthly Basis**

<b>Optional Calling Feature (cont'd)</b>	<b>Residence</b>	<b>Business</b>
Caller ID – Basic	\$6.65	\$9.03
Caller ID – Deluxe	\$7.13	\$9.45
Caller ID – Deluxe W/Anonymous Call Rejection	\$7.13	\$9.45
Anonymous Call Rejection	\$1.90	\$3.33
Call Block	\$3.80	\$4.28
Call Return	\$3.80	\$4.70
Call Selector	\$3.33	\$4.28
Call Tracing	\$3.80	\$4.70
Calling Number Delivery Blocking (per line equipped)	\$0.00	\$0.00
Message Waiting Indication – Audible	\$0.48	\$0.71
Message Waiting Indication – Audible and Visual	\$0.48	\$0.71
Multiple Directory Number Distinctive Ringing – First DN	\$4.75	\$7.55
Multiple Directory Number Distinctive Ringing – Second DN	\$5.65	\$9.45
Preferred Call Forwarding	\$3.33	\$4.70
Repeat Dialing	\$3.56	\$4.28
Speed Calling (30 codes)	\$2.85	\$5.23
Speed Calling (8 codes)	\$1.90	\$2.80
Three Way Calling	\$3.80	\$4.28

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
 New Horizons Communications Corp.  
 420 Bedford Street, Suite 250  
 Lexington, MA 02420

**SECTION 6 – RATES AND CHARGES**, Continued**6.7 INTEREXCHANGE SERVICES\*****6.7.1 Intrastate Long Distance Service**

Per minute	\$0.144
Per minute, travel card	\$0.035

**6.7.2 Toll Free Service**

Per minute	\$0.25
Recurring monthly service charge	\$10.00

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

## **SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES**

### **7.1 Directory Listings**

#### **7.1.1 General**

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company uses abbreviations in listings. The Company may reject a residence listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420



**SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued****7.1 Directory Listings, Continued****7.1.2 Composition of Listings****A. Names**

The following names may be included in business service listings:

1. The name of subscriber or joint user.
2. The name of each business enterprise which the subscriber or joint user conducts.
3. The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
4. The name of any person associated with the subscriber or joint user in the same business.
5. The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
6. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes. The name of a publication issued periodically by the subscriber or joint user.
7. The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
8. The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
9. The name of a corporation which is the parent or a subsidiary of the subscriber.
10. The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
11. The name of the subscriber to a sharing arrangement.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued****7.1 Directory Listings, Continued****7.1.2 Composition of Listings, Continued****B. Designation**

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone number or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this tariff. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropractist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued**

**7.1 Directory Listings, Continued**

**7.1.2 Composition of Listings, Continued**

**C. Address**

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

**D. Telephone Number**

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued****7.1 Directory Listings, Continued****7.1.3 Types of Listings****A. Standard Listing**

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 5.13.2.2 above.

**B. Indented Listing**

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD  
Office 125 Portland 555-4180  
Residence 9 Glenway 555-8345

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

---

**Issued:****Effective:****Issued by:**

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued****7.1 Directory Listings, Continued****7.1.3 Types of Listings****C. Alternate Telephone Number Listing and Night Listing**

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

If no answer call (telephone number)

Night calls (telephone number)

Night calls after \_\_\_\_PM (telephone number)

Nights, Sundays and holidays (telephone number)

5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays  
(telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

**D. Duplicate Listing**

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

**E. Reference Listing**

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

**F. Cross Reference Listing**

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

---

**Issued:****Effective:****Issued by:**

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued****7.1 Directory Listings, Continued****7.1.4 Free Listings**

The following listings are provided at no additional charge to the Customer: one listing for each individual line service, auxiliary line or PBX system.

**7.1.5 Rates for Additional Listings - Business Customers**

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.4.

Type of Listing	Residential Charge	Business Charge
Reference/Cross Reference:		
- Each Listing	\$0.90	\$1.14
Alternate Telephone Number/Night Listing:		
- Night, Sundays & Holidays	\$1.14	\$1.14
- First Line	\$1.14	\$1.14
Additional Listing	\$0.90	\$1.14
Foreign Listing	\$0.90	\$1.14
Dual Name Listing - Non Recurring		
	\$5.50	\$5.50

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued****7.2 Non-Published Service****7.2.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

**7.2.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**7.2.3 Rates and Charges**

There is a monthly charge for each non-published service. This charge does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month	\$2.61
---	--------

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued****7.3 Non-Listed Service****7.3.1 General**

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

**7.3.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

**7.3.3 Rates and Charges**

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or in the service is installed for a temporary period.

Non-listed service charge, per month: \$1.42

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420



**SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued****7.4 Directory Assistance Services****7.4.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line.

Each Local Directory Assistance Call	\$0.50
--------------------------------------	--------

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 8 - LOW INCOME ASSISTANCE PROGRAMS****8.1 Low-Income Assistance Programs**

Low-Income Assistance Programs consist of two programs, Lifeline Assistance and Lifeline Connection Assistance. These programs were developed to reduce rates for low income customers. The Company participates in both of these assistance programs to increase the availability of telecommunications services to all consumers in its serving areas. The structure of each program is outlined in the following paragraphs.

**8.2 Lifeline Assistance****A. General**

Lifeline Assistance reduces an eligible customer's monthly rates for local service. An eligible customer receives credit for the Federal Subscriber Line Charge as well as a credit towards the residential access line rates.

**B. Regulations**

- (1) Lifeline Assistance is available to all residential customers who meet the following eligibility requirements:
  - (a) Customers must participate in one of the following programs:

Medicaid, food stamps, Supplemental Security Income (SSI), federal public housing assistance or Section 8 (a Federal Housing Assistance Program administered by the Dept. of Urban Development), or Low Income Home Energy Assistance Program (LIHEAP).
  - (b) Customers must not be a dependent for federal income tax purposes, unless they are more than 60 years of age.
  - (c) To receive benefits, customers must sign a document certifying under penalty of perjury that they are receiving benefits from one of the programs listed in Paragraph (B)(1) above. The document will identify the program or programs from which the customer receives benefits and specify that the customer will notify the Company if he/she ceases to participate in such program or programs.

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 8 - LOW INCOME ASSISTANCE PROGRAMS, Continued****8.2 Low-Income Assistance Programs, Continued****B. Regulations (cont'd)**

- (2) As a participant in Lifeline Assistance, customers are eligible to receive Toll Restriction Service at no charge. This service will only be provided at the customer's request.
- (3) Local service deposit requirements will be waived for customers who voluntarily receive Toll Restriction Service.
- (4) Participants in Lifeline Assistance shall not be disconnected from Local Service for non-payment of toll charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges. Lifeline Assistance will not be connected if an outstanding balance is owed by the customer for local service.
- (5) Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges.

**C. Credits**

The following credits\* will apply for each customer eligible for Lifeline Assistance:

	Monthly <u>Credit*</u>
(1) Federal Subscriber Line Charge Credit	(1)
(2) Initial Federal Credit to Residential Access Line	\$1.75

---

\* Credit amount will not exceed the total of the Subscriber Line Charge and the Residential Local Exchange rate.

(1) Authorized FCC rate.

---

Issued:

Effective:

Issued by: Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 8 - LOW INCOME ASSISTANCE PROGRAMS, Continued****8.3 Lifeline Connection Assistance (Link-Up)****A. General**

Link-Up reduces an eligible customer's service connection charges. All eligible customers receive a credit for half of the service connection charges up to \$30.00.

**B. Regulations**

- (1) The same eligibility requirements as outlined in Section 9.1, Paragraph (B)(1) above will apply for Link-Up.
- (2) This credit is only available on the installation of a single residential access line to the principal residence of the eligible customer.
- (3) This credit will only apply a second or subsequent time for a principal place of residence with a different address from the previous address at which Link-Up was provided.
- (4) A deferred schedule for payment of the remaining service connection charges will be offered to Link-Up customers. The customer is not required to pay interest on the first \$200 of service connection charges that are deferred up to a year.

**C. Credit**

- (1) Half of Service Connection Charges or \$30.00, whichever is less.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 9 - MISCELLANEOUS SERVICES****9.1 Carrier Presubscription****9.1.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**9.1.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 9 - MISCELLANEOUS SERVICES, Continued****9.1 Carrier Presubscription, Continued****9.1.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.4.5 below:

**9.1.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 9 - MISCELLANEOUS SERVICES, Continued****9.1 Carrier Presubscription, Continued****9.1.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.4.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Nonrecurring Charges**

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$1.49
Additional Line, Trunk or Port	\$1.49

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420

**SECTION 10 – PROMOTIONAL OFFERINGS / CONTRACT & ICB****10.1 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Authority for its review in accordance with rules and regulations established by the Authority, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists. All promotions offered by the company will be filed seven (7) days prior to the beginning date. The seven day notice will detail the promotion, including the beginning and ending dates.

**10.2 Contract Rates / Individual Case Basis (ICB) Arrangements**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis. ICB arrangements will be made available to the Authority and its Staff upon request.

**10.3 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunication device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

TDD: The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

TRS: The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% if the applicable rate.

---

Issued:

Effective:

Issued by:

Glen Nelson, VP Marketing and Business Development  
New Horizons Communications Corp.  
420 Bedford Street, Suite 250  
Lexington, MA 02420