

HENDREN AND ANDRAE, L.L.C.

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JOHN H. HENDREN (1907-1988)
CHARLES H. HOWARD (1925-1970)
JOHN E. BURRUSS, JR. (1933-1985)
GERALD E. ROARK (1956-1995)

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August 18, 1999

FILED

AUG 18 1999

**Missouri Public
Service Commission**

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Re: CTC Corp. -- Adoption Notice

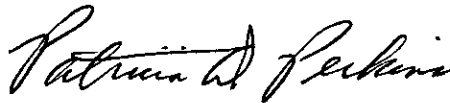
Dear Mr. Roberts:

Enclosed please find the original plus fourteen (14) copies of the Adoption Notice filed on behalf of CTC Corp. You will note this has a 30-day effective date.

If you should have any questions, please do not hesitate to contact me. Thank you.

Very truly yours,

HENDREN AND ANDRAE, L.L.C.



Richard S. Brownlee, III
Patricia D. Perkins

PDP:st

Enc

cc: Office of Public Counsel
Thomas F. Bardo

CTC Corp.

Missouri P.S.C. Tariff No. 1
Original Adoption Notice Page

ADOPTION NOTICE

Effective July 23, 1999, Computer Telephone Corp. d/b/a CTC Corp. changed its corporate name to CTC Corp.

CTC Corp. hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs, schedules, rules, notices, contracts, authorities or other instruments whatsoever, filed with the Public Service Commission, State of Missouri, by the Computer Telephone Corp. d/b/a CTC Corp. prior to July 23, 1999.

By this notice it also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which the Computer Telephone Corp. d/b/a CTC Corp has filed with said Commission.

Issued: August 18, 1999

Effective: September 17, 1999

ISSUED BY: Steven Milton
President
360 Second Avenue
Waltham, Massachusetts 02154

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF CORPORATE RECORDS

COMPUTER TELEPHONE CORP.

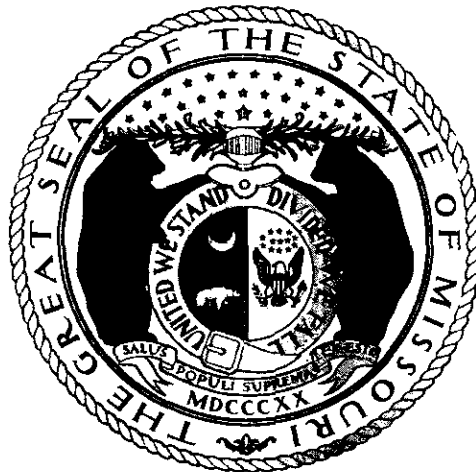
USING IN MISSOURI THE NAME

CTC CORP

I, REBECCA McDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI AND KEEPER OF THE GREAT SEAL THEREOF, DO HEREBY CERTIFY THAT THE ANNEXED PAGES CONTAIN A FULL, TRUE AND COMPLETE COPY OF THE ORIGINAL DOCUMENTS ON FILE AND OF RECORD IN THIS OFFICE.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 23RD DAY OF JULY, 1999.

Rebecca McDowell Cook
Secretary of State



STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION - CERTIFICATE OF AUTHORITY

WHEREAS,
COMPUTER TELEPHONE CORP.

USING IN MISSOURI THE NAME
CTC CORP.

HAS COMPLIED WITH THE GENERAL AND BUSINESS CORPORATION LAW WHICH GOVERNS FOREIGN CORPORATIONS; BY FILING IN THE OFFICE OF THE SECRETARY OF STATE OF MISSOURI AUTHENTICATED EVIDENCE OF ITS INCORPORATION AND GOOD STANDING UNDER THE LAWS OF THE STATE OF MASSACHUSETTS.

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT SAID CORPORATION IS FROM THIS DATE DULY AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE, AND IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED TO FOREIGN CORPORATIONS UNDER THE GENERAL AND BUSINESS CORPORATION LAW OF MISSOURI.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 22ND DAY OF MARCH, 1996.

Rebecca McDowell Cook

Secretary of State



\$155.00



State of Missouri

Judith K. Moriarty, Secretary of State
P.O. Box 778, Jefferson City, Mo. 65102

Corporation Division

FILED
AND CERTIFICATE OF
AUTHORITY ISSUED

Application for Foreign Corporation For a Certificate of Authority

MAR 22 1996

(Submit in duplicate with filing fee of \$150.00)

- (1) The corporation's name is COMPUTER TELEPHONE CORP.
and it is organized and existing under the laws of MASSACHUSETTS
- (2) The name it will use in Missouri is CTC Corp.
- (3) The date of its incorporation was 6-3-81, and the period of its duration is perpetual
month/day/year
- (4) The address of its principal place of business 360 SECOND AVE WALTHAM MA 02154
Address City/State/Zip
- (5) The name and address of its registered agent and office in the State of Missouri is
UNITED CORPORATE SERVICES INC 304 EAST HIGH ST JEFFERSON CITY MO 65111
Name Address City/State/Zip
- (6) The specific purpose(s) of its business in Missouri are:
sale of telecommunication services

- (7) The name of its officers and directors and their business addresses are as follows:

(Officers)	Name	Address	City/State/Zip
President	STEVEN MILTON	360 SECOND AVE	WALTHAM MA 02154
Vice President	JOHN PITTENGER	"	"
Secretary	"	"	"
Treasurer	"	"	"

(Board of Directors)

Director	ROBERT FABRICANDS	360 SECOND AVE	WALTHAM MA 02154
Director	Philip Richter	"	"
Director	RICARDUS SANTACATI	"	"
Director	Alphonse Lucchese	"	"
	J. Richter, MURPHY	"	"

- (8) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: _____

(Date may not be more than 90 days after the filing date in this office)

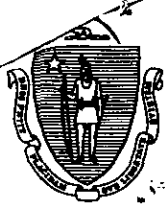
In affirmation thereof, the facts stated above are true.

John D. Pittenger
(Authorized signature of officer or chairman of the board)

Treasurer
(Title)

2-26-96
(Date of Signature)

Note: You must have a current certificate of good standing or certificate of existence with this application. This may be obtained from the Secretary of State or other authority that issues corporate charters.



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

March 19, 1996

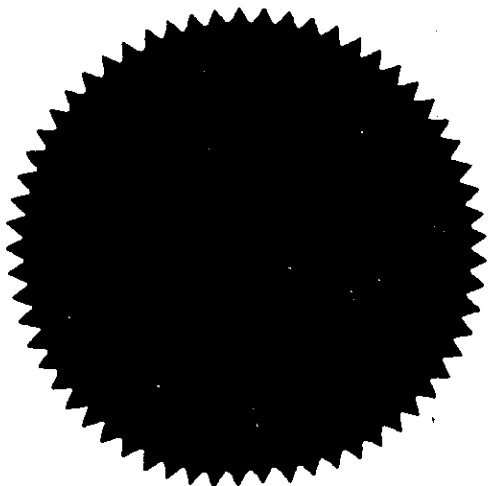
To Whom It May Concern :

I hereby certify that,

Computer Telephone Corp.

appears by records of this office to have been incorporated under the General Laws of this Commonwealth on **June 3, 1981**.

I also certify that so far as appears of record here, said corporation still has legal existence.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

* MGL Chapter 156B Section 83A provides that certain consolidations and mergers may be filed with the division within thirty days after the effective date of the merger or consolidation.

HENDREN AND ANDRAE, L.L.C.

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BRIAN K. FRANCKA**

August 18, 1999

FILED

AUG 18 1999

**Missouri Public
Service Commission**

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Re: CTC Corp. -- Tariff Filing

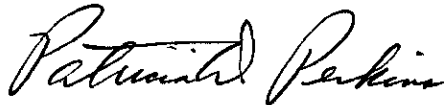
Dear Mr. Roberts:

Enclosed please find the original plus three (3) copies of the tariffs filed on behalf of CTC Corp. You will note this has a 30-day effective date.

If you should have any questions, please do not hesitate to contact me. Thank you.

Very truly yours,

HENDREN AND ANDRAE, L.L.C.



Richard S. Brownlee, III
Patricia D. Perkins

PDP:st

Enc

cc: Office of Public Counsel
Thomas F. Bardo

0000136

MISSOURI TELECOMMUNICATIONS TARIFF

OF

CTC CORP.

360 Second Avenue
Waltham, Massachusetts 02451

This tariff includes the rates, charges, terms and conditions of service for the provision of competitive intrastate interexchange telecommunications services by CTC ("CTC") between locations within the State of Missouri. This tariff is on file with the Missouri Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 360 Second Avenue, Waltham, Massachusetts 02451.

Issue Date: August 18, 1999

Effective Date: September 17, 1999

Michael Donnellan
Vice President
CTC
360 Second Avenue
Waltham, Massachusetts 02451

WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-88-142, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

Section 392.240(1)	Rates-reasonable average return on investment.
Section 392.270	Property valuation.
Section 392.280	Depreciation rates.
Section 392.290	Issuance of stocks and bonds.
Section 392.310	Issuance of stocks and bonds.
Section 392.320	Issuance of stocks and bonds.
Section 392.330	Issuance of stocks and bonds.
Section 392.340	Reorganization.

COMMISSION RULES

4 CSR 240-10.020	Income on depreciation fund investments.
4 CSR 240-30.010(2)(C)	Posting exchange rates at central offices.
4 CSR 240-30.040(1-3)	Uniform System of Accounts.
4 CSR 240-30.040(5)(6)	Uniform System of Accounts.
4 CSR 240-32.030(1)(B)	Exchange boundary maps.
4 CSR 240-32.030(1)(C)	Record of access lines.
4 CSR 240-32.030(2)	Records kept within state.
4 CSR 240-32.050(3-6)	Telephone directories.
4 CSR 240-32.070(4)	Coin telephones.
4 CSR 240-33.030	Inform customers of lowest priced service.
4 CSR 240-33.040(5)	Finance Fee.

Issue Date: August 18, 1999

Effective Date: September 17, 1999

Michael Donnellan
Vice President
CTC
360 Second Avenue
Waltham, Massachusetts 02451

P.S.C. MO No. 1

CTC Corp.

Original Sheet No. 2

CHECK SHEET

The Title Sheet and sheets 1 through 26, inclusive, of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET

REVISION

All Pages Original

Issue Date: August 18, 1999

Effective Date: September 17, 1999

Michael Donnellan
Vice President
CTC
360 Second Avenue
Waltham, Massachusetts 02451

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Michael Donnellan
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CTC
360 Second Avenue
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Vice President
CTC
360 Second Avenue
Waltham, Massachusetts 02451

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

Issue Date: August 18, 1999

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Michael Donnellan
Vice President
CTC
360 Second Avenue
Waltham, Massachusetts 02451

TARIFF FORMAT (cont'd)

- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

SECTION 1 - DEFINITIONS

Authorized User - A person, firm, corporation or other entity who is authorized by the Subscriber to be connected to the service of the Subscriber under the terms and regulations of this tariff.

Carrier - Used throughout this tariff to refer to CTC unless otherwise clearly indicated by the context.

Commission - The Missouri Public Service Commission.

Company - Used throughout this tariff to refer to CTC, the issuer of this Tariff, unless otherwise clearly indicated by the context.

CTC - Refers to CTC, the issuer of this tariff.

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges. The Customer is also a Subscriber when the Customer orders services on behalf of him/herself.

Dedicated Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is either billed by the access provider directly to the Customer or End User or billed to CTC, who in turn, passes such charges through to the Customer or End User.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier 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.

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

Personal Account Code - A numeric or alpha-numeric sequence unique to each Travel Card.

SECTION 1 - DEFINITIONS (cont'd)

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

Subscriber - The person, firm, Customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this tariff. Also see Customer.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line.

Issue Date: August 18, 1999

Effective Date: September 17, 1999

Michael Donnellan
Vice President
CTC
360 Second Avenue
Waltham, Massachusetts 02451

SECTION 2 - REGULATIONS**2.1 Undertaking of CTC**

CTC's services and facilities are furnished for communications between locations within the State of Missouri under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week. CTC arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The rates and regulations contained in this tariff do not apply, unless otherwise specified, to the lines, facilities or services provided by a local exchange telephone company or other access provider for use in accessing the services of the Company.

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- 2.2.2** CTC reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff or the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers or Subscribers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by CTC in its reasonable judgment.
- 2.2.5** The Company does not provide alternative operator services for presubscribed aggregator locations.

SECTION 2 - REGULATIONS (cont'd)

2.3 Assignment or Transfer

Customers may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.4 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited. The use of the Company's services without payment for service, as well as any attempt to avoid payment or to shift payment obligations to another person without that person's authorization, whether by fraudulent means, schemes, invalid numbers or otherwise, is prohibited.

2.5 Liabilities of the Company

2.5.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

SECTION 2 - REGULATIONS (cont'd)

2.5 Liabilities of the Company (cont'd)

- 2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4** CTC shall not be liable for any claim, loss, or refund as a result of loss, theft or unauthorized use of Travel Cards or Personal Account codes issued for use with the Company's services.

SECTION 2 - REGULATIONS (cont'd)

2.6 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.6.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.6.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.6.3 The requirements of 2.6.1 and 2.6.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

2.7 Taxes, Surcharges and Utility Fees

All state and local taxes, including but not limited to gross receipts taxes, sales taxes, and municipal utilities taxes, or associated surcharges, are listed as separate line items and are not included in the rates listed in this tariff for postpaid services.

SECTION 2 - REGULATIONS (cont'd)

2.8 Payment for Service

- 2.8.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by CTC. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within two (2) months after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. The Customer will receive credit for any uncompleted calls or wrong numbers.
- 2.8.2** Customer bills for telephone service are due upon receipt, unless otherwise specified by this tariff or by contract. A Customer is in default unless payment is made on or before the due date specified on the bill.
- 2.8.3** If payment is not made within thirty (30) days of the date of the bill, a late payment charge of one and one-half percent (1.5%) per monthly billing period will be applied to all amounts previously billed under this company's tariff(s), including arrears and unpaid late payment charges.
- 2.8.4** In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.
- 2.8.5** The Company reserves the right to assess a return-check charge of up to \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to CTC by a bank for insufficient funds.

SECTION 2 - REGULATIONS (cont'd)

2.8 Payment for Service (cont'd)

2.8.6 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person, including all charges placed against Personal Account Codes. Customers are responsible for the security and usage of all Personal Account Codes. The Customer is responsible for all calls placed via their Personal Account Code as a result of the Customer's intentional or negligent disclosure of the authorization code. Customers claiming that five (5) or more calls on any one statement were unauthorized may be required to accept a Travel Card number change issued by CTC.

2.8.7 The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within two months after the bill is rendered, the account shall be deemed correct and binding upon the Customer. Customer questions, complaints and disputes regarding billing or service should be referred to CTC's Customer Service Department at 800-883-6300.

2.9 Deposits

Deposits may be required from commercial Customers or potential commercial Customers whose credit or payment history is unsatisfactory or unknown to the Company.

2.10 Advance Payments

The Company does not intend to ask for an advance payment from a Customer. Monthly recurring charges may be billed to the Customer one (1) month in advance.

SECTION 2 - REGULATIONS (cont'd)

2.11 Interconnection with Other Carriers

Service furnished by CTC may be connected with the services or facilities of other carriers. Such services or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer or Subscriber is responsible for all charges billed by other carriers for use in connection with CTC's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer or Subscriber.

2.12 Refusal or Discontinuance by Company

CTC may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused for the following conditions:

- 2.12.1** For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.12.2** For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations.
- 2.12.3** For non-payment of bills for telephone service thirty (30) days past due.
- 2.12.4** Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.12.5** Without notice in the event of tampering with the equipment furnished and owned by the Company.

SECTION 2 - REGULATIONS (cont'd)

2.12 Refusal or Discontinuance by Company (cont'd)

2.12.6 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.12.7 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.12.8 CTC may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account Codes when the Company deems it necessary to take such action to prevent unlawful use of its service. CTC will restore services as soon as service can be provided without undue risk.

2.13 Inspection, Testing and Adjustment

Upon reasonable notice, the services provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four (24) consecutive hours.

SECTION 2 - REGULATIONS (cont'd)**2.14 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. It shall be the obligation of the Customer to notify the company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined in this tariff since the Customer has the option of using the long distance network via local exchange company access.

2.15 Cancellation of Service

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of CTC not receiving service pursuant to a term agreement may cancel service by providing thirty (30) days written notice to CTC. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

2.16 Minimum Service Period

Unless otherwise stated, the minimum service period for all services is thirty (30) days.

SECTION 2- REGULATIONS (cont'd)

2.17 Reservation of 800 Numbers

The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

2.18 800 Number Portability

If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp. Org. change, until such charges are paid in full.

2.19 Company Toll Free Number

The Company's toll free number for customers inquiries and service is: 1-800-883-6300.

SECTION 3 - DESCRIPTION OF RATES AND SERVICES**3.1 General**

Calls are billed individually and on a monthly basis. Usage is billed in arrears. Intrastate services are offered in conjunction with interstate and international services.

3.2 Computation of Mileage

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

- (i) Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- (ii) Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- (iii) Square each difference obtained in step (ii) above.
- (iv) Add the square of the "V" difference and the "H" difference obtained in step (iii) above.
- (v) Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- (vi) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

SECTION 3 - DESCRIPTION OF RATES AND SERVICES (cont'd)**3.3 Recognized Holidays**

Company recognizes the following holidays for the purposes of discounting usage rates in certain cases: Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4) and Thanksgiving Day.

3.4 Service Descriptions

CTC offers two (2) different calling plans for switched and/or dedicated outbound and inbound services. The plans use different underlying carriers and have different rates for international, interstate and intrastate rates. Customers should evaluate each plan, including the applicable international and interstate rates, to determine which of the two (2) plans best suits their calling patterns.

A. Switched Outbound Service

Switched Outbound Service is designed for outbound calling. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is six (6) seconds. No minimum commitment is required. Calls originate from Customer-provided standard business or residential switched access lines. The Company offers two (2) plans for switched outbound services developed. In addition, customers subscribing to Plan 1 or 2 under a term agreement with the Company receive a ten percent (10%) discount off the Company's standard rates.

SECTION 3 - DESCRIPTION OF RATES AND SERVICES (cont'd)**3.4 Service Descriptions (cont'd)****B. CTC Switched Inbound Service**

CTC Switched Inbound Service is available for incoming calls to business and residential Subscribers with no minimum usage billing. Calls originate from any intrastate location over an 800 number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is thirty (30) seconds. The Company offers two (2) plans for switched inbound services. In addition, customers subscribing to Plan 1 or 2 under a term agreement with the Company receive a ten percent (10%) discount off the Company's standard rates.

C. CTC Dedicated Outbound Service

CTC Dedicated Outbound Service is available to Subscribers for outbound calling. Calls originate from dedicated T-1 access lines, which are either obtained by the Customer from a third party access provider or by CTC on behalf of the Customer, in which case CTC will pass through to the Customer the cost of such dedicated circuits. Calls are billed in six (6) second increments with a minimum call duration for billing purposes of six (6) seconds. No minimum commitment is required. The Company offers two (2) plans for dedicated outbound services. In addition, customers subscribing to Plan 1 or 2 under a term agreement with the Company receive a ten percent (10%) discount off the Company's standard rates.

SECTION 3 - DESCRIPTION OF RATES AND SERVICES (cont'd)**3.4 Service Descriptions (cont'd)****D. CTC Dedicated Inbound Service**

CTC Dedicated Inbound Service is available to Subscribers for incoming calls. Calls originate from any intrastate location over an 800 number and terminate to a dedicated T-1 access line, which are either obtained by the Customer from a third party access provider or by CTC on behalf of the Customer, in which case CTC will pass through to the Customer the cost of such dedicated circuits. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments with a minimum call duration for billing purposes of thirty (30) seconds. The Company offers two (2) plans for dedicated inbound services. In addition, customers subscribing to Plan 1 or 2 under a term agreement with the Company receive a ten percent (10%) discount off the Company's standard rates.

E. CTC Travel Card Service

CTC Travel Card Service is a travel card service available to residential and business Subscribers for placing calls while away from home or office. Calls are originated by dialing an access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate location. Calls are billed in one (1) minute increments with a minimum call duration for billing purposes of one (1) minute.

SECTION 3 - DESCRIPTION OF RATES AND SERVICES (cont'd)**3.4 Service Descriptions (cont'd)****F. Directory Assistance**

Directory Assistance is available to Customers of CTC Switched Network Service, and Travel Card Service. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

3.5 Rates**General**

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, call duration. Customers are billed based on their use of CTC's long distance service. A fixed monthly recurring charge per account applies.

Monthly Membership fee	\$5.00 per account
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SECTION 3 - DESCRIPTION OF RATES AND SERVICES (cont'd)

3.5 Rates (cont'd)

3.5.1 CTC Switched Outbound Service

Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds.

Plan 1

All mileage bands
All times of day: \$0.1760 per minute

Plan 2

All mileage bands
All times of day: \$0.1360 per minute

3.5.2 CTC Switched Inbound Service

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds.

Plan 1

All mileage bands
All times of day: \$0.1760 per minute

Plan 2

All mileage bands
All times of day: \$0.1360 per minute

SECTION 3 - DESCRIPTION OF RATES AND SERVICES (cont'd)**3.5 Rates (cont'd)****3.5.3 CTC Dedicated Outbound Service**

Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds. The Customer is responsible for all charges associated with the dedicated access line, whether billed directly by the access provider or passed through by CTC.

Plan 1

All mileage bands
All times of day: \$0.1040 per minute

Plan 2

All mileage bands
All times of day: \$0.0780 per minute

Issue Date: August 18, 1999

Effective Date: September 17, 1999

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SECTION 3 - DESCRIPTION OF RATES AND SERVICES (cont'd)**3.5 Rates (cont'd)****D. CTC Dedicated Inbound Service**

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds. The Customer is responsible for all charges associated with the dedicated access line, whether billed directly by the access provider or passed through by CTC.

Plan 1

All mileage bands
All times of day: \$0.1040 per minute

Plan 2

All mileage bands
All times of day \$0.0840 per minute

3.5.4 CTC Travel Service

Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute.

Per minute rate: \$.1990

SECTION 3 - DESCRIPTION OF RATES AND SERVICES (cont'd)**3.5 Rates (cont'd)****3.5.5 Directory Assistance**

Directory Assistance is available to Customers of CTC Switched Network Service, and Travel Card Service. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call \$.75

Issue Date: August 18, 1999

Effective Date: September 17, 1999

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SECTION 4 - PROMOTIONS

4.1 Promotional Offerings - General

From time to time, the Company may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the Subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

4.1.1 Competitive Response Promotion

CTC will, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the customer intends to either subscribe to or remain with the competing interexchange carrier or reseller. The Company reserves the right to verify that the alternative offering is an approved tariff on file with the Commission.

4.1.2 Best Rate Guarantee Promotion

CTC will, at its discretion, match certain standard non-promotional offerings of other interexchange carriers or resellers in order to retain existing accounts. The competing rate must be provided in writing and be listed in an approved tariff on file with the Commission and must result in a lower overall bill for the same service offered by the Company.

SECTION 5 - CONTRACT SERVICES**5.1 Contract Service - General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the customer and Company and may include discounts off of rates contained herein, waiver of recurring or non-recurring charges, charges for specially designed and constructed services not contained in the company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for three (3) months after the initial offering to the first contract Customer for any given set of terms.

Issue Date: August 18, 1999

Effective Date: September 17, 1999

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