

**CUSTOMER SERVICE GUIDE  
TELECOMMUNICATIONS SERVICES**

For Intrastate Retail Telecommunications Services offered  
in State of New York

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This Customer Service Guide (“Guide”) contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed, non-basic telecommunications Services provided by Magna5 LLC (“Company”) within the State of New York. This Service Guide applies to commercial Customers in lieu of a Company tariff or separate master services agreement.

Additional information is available by contacting the Company at the above address.

## TABLE OF CONTENTS

Table of Contents.....	2
Introduction .....	3
<b>Section 1 - Definitions and Abbreviations.....</b>	<b>4</b>
<b>Section 2 - Rules and Regulations.....</b>	<b>7</b>
2.1. Undertaking of Company.....	7
2.2. Prohibited Uses .....	19
2.3. Obligations of the Customer .....	22
2.4. Customer Equipment and Channels .....	28
2.5. Payment Arrangements.....	29
2.6. Interruptions of Service.....	35
2.7. Restoration of Service .....	38
2.8. Emergency/Crisis/Disaster/Restoration and Provisioning – Telecommunications Service Priority .....	39
2.9. Use of Customer’s Service By Others.....	46
2.10. Cancellation of Service By Customer.....	47
2.11. Cancellation of Service By Company .....	48
2.12. Notices and Communications.....	50
2.13. Full Force and Effect .....	50
2.14. Taxes, Fees and Surcharges .....	50
2.15. Information Service Access Blocking .....	50
<b>Section 3 – Description of Service.....</b>	<b>51</b>
3.1. Application of Rates and Charges.....	51
3.2. Service Provider Options.....	53
3.3. Exchange Services.....	54
3.4. Interexchange Services .....	63
<b>Section 4 – Rates .....</b>	<b>64</b>
4.1. InterLATA and IntraLATA Presubscription .....	64
4.2. Exchange Service Rates .....	66
4.3. Interexchange Service Rates .....	69
4.3. Ancillary Charges .....	70
4.4. Directory Assistance.....	71
4.5. Payphone Surcharge.....	71
4.6. Promotions .....	71
4.6. Individual Case Basis Agreements.....	71
<b>Section 5 – Critical Facilities Administration Service .....</b>	<b>72</b>
5.1. Program Overview.....	72
5.2. Customer Obligations .....	72
5.3. Carrier Obligations.....	72
5.4. Rates .....	73

## INTRODUCTION

This Retail Telecommunications Customer Service Guide (“Service Guide”) sets forth the rates, terms and conditions applicable to the furnishing of competitive, non-basic local exchange and interexchange Services to commercial customers in the State of New York in lieu of a tariff or Master Services Agreement. The Company does not offer telecommunications services to residential Customers.

The Company has been granted authority by the New York Public Service Commission (“Commission”) to provide the intrastate Services contained in this Service Guide. The Company’s New York local exchange Service territory mirrors that of Verizon New York Inc. Company provides intrastate, interexchange services statewide. Company provides service in the exchanges where facilities are available.

The rates, terms, and conditions contained in this Service Guide apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common carrier for use in accessing the Services of Company. This Service Guide does not cover any information service or other unregulated service offered by Company.

If any custom or practice of the Company varies from the terms and conditions of the Service Guide, the Company shall not be deemed to have waived or impaired any right, power, requirement, or option reserved by this Service Guide (including, but not limited to, the right to demand exact compliance with every term and condition herein).

The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

Services are provided subject to the availability of facilities and subject to the terms and conditions of this Service Guide.

The Company’s Services may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Company. However, service provided by Company is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

This Service Guide is governed and interpreted according to the Laws of New York.

In the event of disputes or complaints between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

By Phone: Helpline (for complaints/inquiries):

1-800-342-3377 for Continental United States or,  
1-800-662-1220 for Hearing/Speech Impaired: TDD or,  
518-472-8502 for fax

Online at <http://www.dps.ny.gov/complaints.html> or,

By Mail: NYS Department of Public Service, Office of Consumer Services, 3 Empire State Plaza, Albany, NY 12223-1350

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Service Guide 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.

**Activation Fee:** Non-recurring charges assessed at the establishment of a Service.

**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 Service Guide.

**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."

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

**Carrier:** An entity certified by the Commission to provide telecommunications Services within the State of New York.

**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.

**Charges:** Monthly recurring and nonrecurring amounts billed to Customers for services.

**Company:** Magna5 LLC ("Company")

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

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

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

**Commission:** The New York State Public Service Commission

**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 Service Guide. 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.

**Force Majeure:** Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any Commission, agency, Commission, bureau, corporation related thereto.

**Fraud:** An attempt to procure or retain service by supplying misleading or deliberately inaccurate information, or by untruthful or unlawful means, including supplying false information on an application for service. There will be a presumption of fraud in cases where the customer's actual usage for a month, or its pro-rata usage for a partial month, is more than three times the customer's estimated usage (or the pro-rata share of estimated usage) as supplied by the customer at the time of application (which may be revised by customer based on actual experience upon notification to the Company), and that usage is in excess of \$500. In such cases, the customer may be contacted to notify the customer of the usage levels, and to discuss the reasons for the usage levels. In such cases, restrictions may be imposed upon further usage unless satisfactory payment arrangements are made.

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

**Incumbent Local Exchange Carrier or Incumbent Carrier:** The local exchange carrier that has Section 251 (c) obligations under the federal Telecommunications Act.

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

**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 Service Guide for such shared use.

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

**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.

**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 Service Guide.

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

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

**User:** A Customer or any other person authorized by a Customer to use service provided to the Customer under this Service Guide.

## SECTION 2 - RULES AND REGULATIONS

### 2.1. UNDERTAKING OF COMPANY

#### 2.1.1. Scope

Company undertakes to furnish competitive intrastate telecommunications Services within the State of New York pursuant to the rates, terms and conditions set forth in this Service Guide.

Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Service Guide in compliance with limitations set forth in Commission rules.

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 cause beyond Company's control on a non-discriminatory basis.

The Company's ability to provide Services under this Service Guide is subject to the availability of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

Customers and Authorized Users may use Services and Facilities provided under this Service Guide to obtain access to Services offered by other service providers. Company is responsible under this Service Guide only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to Company's network in order to originate or terminate its own services, or to communicate with its own customers.

Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.

Company does not transmit messages pursuant to this Service Guide, but its Services may be used for that purpose.

Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.

At its sole discretion, the Company may employ third parties to perform any of its obligations under this Service Guide.

Company may discontinue service when the Customer is using the service in violation of the provisions of this Service Guide, contract, or the law, with notice as required by the rules of the Commission.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.2. Shortage of Equipment or Facilities**

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.

The furnishing of Service under this Service Guide is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of Company's Facilities as well as Facilities Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of Company.

**2.1.3 Service and Trademarks**

No Customer shall use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of the Company.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Terms and Conditions**

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 Service Guide, a month is considered to have thirty (30) calendar days.

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 Service Guide; further, Customers will also be required to execute any other documents as may be reasonably requested by Company.

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 Service Guide 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.

No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from Company. Customers who have service with another carrier under contract may incur early termination fees to subscribe to Company's Services.

**SECTION 2 - RULES AND REGULATIONS**, Continued**2.1. UNDERTAKING OF COMPANY**, Continued**2.1.5. Limitations of Liability**

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 Service Guide 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 Service Guide.

**Liability for Service Disruption** – Company's for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of Company's employees or agents.

**Indemnification** - Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

1. Circumstances Beyond Company's Control - Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any Commission, agency, Commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military Commission; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve Company's employees.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.5. Limitations of Liability, Continued****Indemnification, Continued**

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

**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.5. Limitations of Liability, Continued****Indemnification, Continued**

7. Disconnection of Service - Company shall not be liable for the Disconnection of Service, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - Company shall not be liable for violations of the obligations of the Customer under this Service Guide; 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 Guide, so long as Company has complied with any applicable rules and regulation related thereto; or

**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.5. Limitations of Liability, Continued****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.

**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.

**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.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.5. Limitations of Liability, Continued**

**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.

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

**Interruption of Service** - Notwithstanding anything to the contrary in this section, if Customer's service is interrupted and remains out of service for more than eight hours within a twenty four (24) hour period after the earlier of being reported to Company or being found by Company to be out of order, and if the interruption is not the result of a negligent or willful act by the Customer, a malfunction of Customer-owned equipment, Company's inability to gain access to the Customer's premises, or causes beyond Company's control as described in the first paragraph of this section, Company will make appropriate adjustments. Such adjustments, in the form of direct payments or bill credits, will be the proportionate part of the monthly charge for all services and facilities rendered inoperative during the interruption, beginning with the hour of the report to the Company, or discovery by Company, of the interruption. A service interruption may include, among other events, lawful disconnections pursuant to this Service Guide and interruptions during a move to a new Customer premises.

**SECTION 2 - RULES AND REGULATIONS**, Continued**2.1. UNDERTAKING OF COMPANY**, Continued**2.1.5. Limitations of Liability**, Continued

**Warranties** - 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.

**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.

**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.

**SECTION 2 - RULES AND REGULATIONS**, Continued**2.1. UNDERTAKING OF COMPANY**, Continued**2.1.5. Limitations of Liability**, Continued

**Emergency 911 Service** - Emergency 911 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 the Service.

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, Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

The Company's liability may be limited by applicable Commission regulations or New York and federal statutes.

**Directory Listings** - Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.

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.

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

**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.6. 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.

**SECTION 2 - RULES AND REGULATIONS**, Continued**2.1. UNDERTAKING OF COMPANY**, Continued**2.1.8. Provision of Equipment and Facilities**

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 Service Guide. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

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.

Company may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.

Equipment that the Company provides or installs at the Customer Premises for use in connection with the Services Company offers shall not be used for any purpose other than that for which it was provided by Company.

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.

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 Service Guide, the responsibility of Company shall be limited to the furnishing of Facilities offered under this Service Guide 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.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.9. 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.

**2.1.9. Ownership of Facilities**

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

**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 Commission 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.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. PROHIBITED USES, Continued****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 Service Guide will apply.

**2.2.5. Company-Provided Equipment**

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

**2.2.6. Service Used for Compensation**

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

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

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

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

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

**2.2.9. Service Used Without Payment**

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

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

Except as provided by law, Commission 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, Guides, and/or individual customer agreements.

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

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

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

The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Service Guide and/or contract;

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.

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.

If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Company or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by Company or its affiliates.

**2.3.2. Unauthorized Use**

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

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

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

**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 Service Guide 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 Service Guide gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Service Guide constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.7. Claims** – With respect to any Service or Facility provided by Company, the Customer shall indemnify, defend and hold harmless Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

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

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

Any claim for breach in the privacy or security of communications transmitted over Company's Services; or

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 Service Guide.

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

**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.

**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 Service Guide.

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 above. Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

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

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**

The Customer shall be responsible for providing, at no charge to Company and as specified from time to time by Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.

The Customer shall be responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in Company's opinion, injury or damage to Company's employees or property might result from installation or maintenance by Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

**2.3.11. Liens or Encumbrances**

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

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

The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.

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.

The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to Company -provided equipment and wiring or injury to Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

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

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

**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 Service Guide 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.

**2.4. CUSTOMER EQUIPMENT AND CHANNELS**

An Authorized User may transmit or receive information or signals via the Facilities of Company. Company's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this Service Guide. 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 Service Guide.

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

## Application for Service

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 Service Guide. This application for Service, where required by Company, together with the provisions of this Service Guide, establishes the Contract between Company and the Customer, which may not be assigned or transferred in any manner, without the written consent of Company.

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 Commission and state laws, if any.

Company may refuse to establish Service if any of the following conditions exist:

1. The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with Company for payment;
2. A condition exists which in Company's judgment is unsafe or hazardous to the Applicant, the general population, or Company's personnel or facilities;
3. Refusal by the Applicant to provide Company with a Deposit when the Customer has failed to meet the credit criteria for waiver of Deposit requirements;
4. The Applicant is known to be in violation of Company's Guides filed with the Commission;
5. 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;
6. Applicant falsifies his or her or its identity for the purpose of obtaining Service;
7. 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 Service Guide if it is determined that the non-payment Customer or real users of the Service still reside at the address; or
8. The Service requested is not expressly offered under this Service Guide.

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

Request for Service under this Service Guide 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.

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.

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.

Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by Company until, at the option of Company the Applicant pays any past due bill and/or makes deposit arrangements suitable to Company.

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 Commission regulations or State law.

An existing Customer may be required to reestablish prepayment when any of the following conditions occur:

Company may require from any Customer or prospective Customer a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. Company may require separate deposits for different Services purchased by Customer, all of which must be paid before any service is installed; or

At any time during the term of the agreement the customers exceeds the established credit limit.

Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.

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

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.

If a Customer fails to reestablish credit as required by Company, Service may be disconnected pursuant to Commission rule(s) and state laws, if applicable.

**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.

**Taxes** - The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of Company's Services.

**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.

**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. of this Service Guide.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS, Continued****2.5.3. Billing and Collection of Charges**

The Company will comply with the provisions of Commission rules with respect to billing format and billing terms for Service. Company may issue a billing statement to a Customer in an electronic format only.

Recurring charges are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No local usage charges will apply to calls received by the Customer.

Billing is payable upon receipt and past due thirty (30) calendar days following the billing date. Bills not paid within thirty (30) days after the date of posting are subject to a 2% late payment charge for the unpaid balance or \$10.00, whichever is greater. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will invoice Customer for applicable charges up to thirty six (36) months or any period provided for under law, whichever is longer.

Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).

**2.5.4. Advanced Payments**

Company does not require advanced payments.

**2.5.5. Deposits**

Company does not require deposits.

**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:

1. Customer requests and Company will comply with the request for an investigation and review of the disputed amount.
2. 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 Commission for its investigation and decision.

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

The Commission 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 Commission.

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

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

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

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail. Contact information appears at Page 3.

**2.5.7. Late Payment Charges**

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

**2.5.8. Credit Limit**

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

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

Customers may contact Company for resolution of billing disputes by telephone to Company's Customer Service at 866.240.1912 or in writing addressed to the attention of Company Customer Service at 2 3rd St, Troy, NY 12180. Customer Service representatives are available to address inquiries 24 hours a day, seven days a week.

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

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.

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.

A credit allowance will not be given unless otherwise specified in this Service Guide. A Service is interrupted when it becomes inoperative to the Customer, *e.g.*, the Customer is unable to transmit or receive calls because of a failure of a component furnished by Company under this Service Guide.

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.

If an Access Line is interrupted as the result of widespread disaster, and other than by the negligence or willful act of the Company, no refund shall be required unless the access line service remains interrupted for a period in excess of seven (7) days. Company will not charge or collect any further rates for such service that was affected during the interruption of service.

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

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

Due to the negligence of, willful act of, or noncompliance with the provisions of this Service Guide by, the Customer;

Due to the malfunction of Customer-owned telephone equipment;

Due to a Force Majeure;

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;

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;

That occurs or continues due to the Customer's failure to authorize placement of any element of special construction;

That occurs when Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or

For the unlawful or improper use of the facilities or Service.

**2.6.3. Use of Another Means of Communications**

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

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

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.

For calculating allowances, every month is considered to have thirty (30) calendar days.

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

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

If the interruption is for twenty four (24) hours or less, no allowance will be made.

If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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

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 Commission, which specifies the priority system for such activities.

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 Guide; or as the Commission may order pending resolution of any bona fide dispute between Company and the Customer or Applicant over the Disconnection.

When a Customer's Service has been disconnected in accordance with this Service Guide 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.

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.

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.

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.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY****2.8.1 General**

The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency response preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY****2.8.2 TSP Program Components**

The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

**2.8.3. TSP Request Process – Restoration**

To request a TSP restoration priority assignment, a prospective TSP user must:

1. determine that the user's telecommunications service supports an NS/EP function under one of the following TSP categories.
  - a. National Security Leadership
    1. National Security Posture and U.S. Population Attack Warning
    2. Public Health, Safety, and Maintenance of Law and Order
    3. Public Welfare and Maintenance of National Economic Posture.
2. identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer Premises Equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY****2.8.3. TSP Request Process – Restoration**

3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY****2.8.4. TSP Request Process – Provisioning**

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed above for restoration priority assignment except for the following differences. The user should:

1. certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
2. verify that the Company cannot meet the service due date without a TSP assignment.
3. obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

**2.8.5. Responsibilities of the End-User**

End-users or entities acting on their behalf must perform the following:

1. Identify telecommunications services requiring priority.
2. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
3. Accept TSP services by the service due dates.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY****2.8.5. Responsibilities of the End-User Continued**

4. Have Customer Premises Equipment(CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
5. Pay the Company any authorized costs associated with priority services.
6. Report to the Company any failed or unusable services with priority levels.
7. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
8. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY****2.8.6. Responsibilities of the Company**

The Company will perform the following:

1. Provide TSP service only after receipt of a TSP authorization code.
2. Revoke TSP services at the direction of the end-user or OPT.
3. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
4. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
5. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
6. Confirm completion of TSP service order activity to the OPT.
7. Participate in reconciliation of TSP information at the request of the OPT.
8. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
9. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
10. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
11. Disclose content of the NS/EP TSP database only as may be required by law.
12. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. EMERGENCY/CRISIS/DISASTER/RESTORATION AND PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY****2.8.7. Preemption**

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted Customer of the action to be taken.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.9. USE OF CUSTOMER'S SERVICE BY OTHERS**

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

**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. CANCELLATION OF SERVICE BY CUSTOMER**

- 2.10.1.** Customer may cancel local Service by providing notice to Company thirty (30) calendar days prior to cancellation.
- 2.10.2.** 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.
- 2.10.3.** Any cost of Company expenditures shall be borne by the Customer if:
1. 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
  2. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  3. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.11. CANCELLATION OF SERVICE BY COMPANY****2.11.1 Disconnection of Service Without Notice**

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

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

**SECTION 2 - RULES AND REGULATIONS, Continued****2.11. CANCELLATION OF SERVICE BY COMPANY, Continued****2.11.2. Discontinuance of Service With Notice**

Company may discontinue service to a Customer under the following conditions after giving Customer fifteen (15) days (excluding Sundays and legal holidays) notice:

1. for failure of the customer to pay a bill for service when due;
2. for failure of the Customer to meet the Company's deposit and credit requirements;
3. for failure of the Customer to make proper application for service;
4. for Customer's violation of any of the company's rules on file with the Commission;
5. for failure of the Customer to provide the Company reasonable access to its equipment and property;
6. for Customer's breach of the contract for service between the Company and the Customer;
7. for failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the utility as a condition of obtaining service; or
8. when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.
9. if the Customer routinely uses abusive or profane language or makes physical threats in conversations with Company personnel.

**2.11.3.** 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.

**2.11.4. 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.

**SECTION 2 - RULES AND REGULATIONS, Continued****2.12. NOTICES AND COMMUNICATIONS**

- 2.12.1.** 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.
- 2.12.2.** 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.
- 2.12.3.** All notices or other communications required to be given pursuant to this Service Guide will be in writing, unless otherwise requested by Customer.
- 2.12.4.** 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.

**2.13. FULL FORCE AND EFFECT**

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

**2.14. TAXES, FEES AND SURCHARGES**

- 2.14.1.** The applicable Gross Revenue Surcharge rates and Metropolitan Transportation Business Tax Surcharge (MTA) tax rates are shown in an Appendix attached to this tariff. Any changes to these rates will be filed on fifteen (15) days' notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of the change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.
- 2.14.2.** Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and relay services. Municipal taxes are billed as a separate line item and are not included in the quoted rates.

**2.15. INFORMATION SERVICE ACCESS BLOCKING**

Where facilities are available, Company shall institute call blocking to all "900", "960" and "976" prefix numbers, without charge for the first block subject to applicable law. If a customer chooses to eliminate the free call blocking service for these types of calls, the Customer shall be fully responsible for all such charges regardless of who made such calls from the Customer's telephone line. Company will comply with all applicable rules of the Commission concerning such blocking.

## SECTION 3 – DESCRIPTION OF SERVICE

### 3.1. APPLICATION OF RATES AND CHARGES

All Services offered in this Service Guide 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

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).

#### 3.1.2. Local Exchange Services

The following local exchange Network Services are available to Customers where provisioning is technically possible; further, Standard Line and Intrastate Long Distance Services are offered on a dedicated or switched access basis.

Residential Services  
Optional Calling Features  
Directory Listing Services

#### 3.1.3 Interexchange Services

The following interexchange Network Services are available to Customers where provisioning is technically feasible;

Switched outbound “1 Plus” Dialing;  
Switched inbound Toll-Free; and  
Directory Assistance

**SECTION 3 – DESCRIPTION OF SERVICE, Continued****3.1. APPLICATION OF RATES AND CHARGES, Continued****3.1.4. Service Connection and Maintenance Charges**

## 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 Service Guide, 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 Service Guide 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.

**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. SERVICE PROVIDER OPTIONS****3.2.1. No Primary Interexchange Carrier (PIC) Option**

Customers have the option of not selecting a toll provider as the primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

**3.2.2. Preferred Carrier Freeze (PCF)**

Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer.

**3.2.3. Carrier Change Charge**

After the initial thirty (30) day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line, as set forth below.

**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3. EXCHANGE SERVICES****3.3.1. Local Exchange Service Territory**

Company's service territory mirrors that of Verizon New York Inc. local exchange service territory.

**3.3.2. Local Exchange Service**

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.

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 Price schedules;
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, operator services, directory assistance, and telecommunications relay services;
7. Access Operator-Assisted Calling Services; and
8. Access Directory Assistance.

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.

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.

## SECTION 3 - DESCRIPTION OF SERVICE, Continued

### 3.3. EXCHANGE SERVICES

#### 3.3.3. Optional Calling Features

Company offers the following custom calling features. Feature availability is based on Customer location and network availability. The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases

**Automatic Recall:** Enables the Customer to place a call to the most recent call received, whether or not the call was answered or the number known.

**Busy Redial:** Enables automatic redialing of a called number that is in use.

**Call Hold:** Enables the Customer to place a call on hold.

**Call Forwarding:** Forwards all calls immediately upon reaching the End-User's line to a number of the End-User's choice. The forward-to number can be changed anytime from the line equipped with this feature. Company offers call forwarding with variable, busy dialed, or unanswered call options.

**Call Trace:** 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, which can then be identified.

**Call Transfer:** Enables the Customer to relocate an existing telephone call to another phone or attendant console, using a transfer button or a switch hook flash and dialing the required location. The transferred call is either announced or unannounced.

**Caller ID: Name and Number:** Permits the End-User to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment. In some situations, the calling party's city and state may be displayed, rather than a Directory Name, depending on available call data.

**Call Waiting:** Enables a Customer to suspend a telephone call already in progress to accept a second call. The Customer may switch between calls, typically by using the hook flash signal.

### SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.3. EXCHANGE SERVICES, Continued

##### 3.3.3. Optional Calling Features, Continued

**Centrex Feature Package:** Provides traditional telephone system features and functions found in premises-based systems such as a Private Branch Exchange including Camp on, Call Pickup, Call Transfer, Directed Call Pickup with and without Barge-In, Circular Hunting, Series Completion, Account Codes, Terminal Group and Station Restriction, and Uniform Call Distribution.

**Distinctive Ring:** Establishes additional telephone numbers on the same line as an existing number, each number ringing with a distinctive ringing pattern. The calling party hears the standard ringing pattern.

**Multi-Line Hunting:** Multi-Line Hunting is the method of distributing phone calls from a single telephone number to a group of several phone lines. Specifically, it refers to the process or algorithm used to select which line will receive the call.

**Remote Call Forwarding:** Automatically redirects an incoming call to a Customer's number to a pre-designated terminating number. Forwarding is always activated and not controlled by customer. No access line is associated with the dialed number from which the forwarding occurs. Customer specifies the forwarded-to number at the time the order for service is placed and a service order is required to change it.

**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 Company.

**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.

Company's **Feature Pack** allows subscribers to choose any of three Optional Calling Features or a single combined rate.

**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3. EXCHANGE SERVICES, Continued****3.3.4. Blocking Service**

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

900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.

900, 700, 333 (Rochester LATA, only), 396, 540, 550, 551 (Syracuse LATA, only), 770 (NY Metro LATA, only), 910, 920, 970, 971, 974 & 976 Blocking - allows the subscriber to block all calls beginning with the above prefixes from being placed.

Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.

Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1+, 800 (Toll Free), and operator assisted toll calls.

Toll Restriction Plus - provides subscribers with Toll Restriction, and blocking of 411 calls.

Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.

Blocking Service is available where equipment and facilities permit.

**SECTION 3 - DESCRIPTION OF SERVICE**, Continued**3.3. EXCHANGE SERVICES**, Continued**3.3.5. Gold Number Service**

Gold Number Service allows a customer to order a specified telephone number rather than the next available number.

Gold Number Service is furnished subject to the availability of facilities and requested telephone numbers.

The Company will not be responsible for the manner in which the customer uses Gold Numbers for marketing purposes.

When a new customer assumes an existing service that includes Gold Number Service, the new customer may keep the Gold Number, at the tariffed rate, with the written consent of the Company and the former customer.

The Company reserves and retains the right:

- to reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;

- of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Tariff;

- to assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.

Charges for Gold Number Service apply when a customer:

- Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.

- Requests a number change from the customer's present number to a Gold Number.

The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Gold Number Service.

**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3. EXCHANGE SERVICES, Continued****3.3.6. Foreign Exchange Service**

Foreign Exchange Service permits subscribers in one exchange to purchase dialtone service from an exchange other than that normally assigned to the subscriber's area by the incumbent local service provider.

The dialtone portion of the service is referred to as the "open" end and the facility in the subscribers premise is referred to as the "closed" end.

Company-provided foreign exchange service is limited to those exchanges where the Company is capable of providing both the closed and open ends of the service.

Determination of outbound toll and / or local calling is determined by the calling scope associated with the open end of the service.

The Company makes no guarantees that callers to the open end number will be completed by the caller's local telephone service provider with regards to any particular toll or local calling scope.

**SECTION 3 - DESCRIPTION OF SERVICE**, Continued**3.3. EXCHANGE SERVICES**, Continued**3.3.7. Direct Inward Dialed (DID) Numbers**

DID Number service permits subscribers to assign multiple telephone numbers to a line or trunk for the completion of incoming calls from the network calls to a PBX or other customer premises equipment to reach a specific station line number without the assistance of an attendant.

Rates are in addition to the rates shown for Basic Exchange Service and services provided in other Company tariffs for the services and equipment with which this offering is associated.

One primary directory listing will be furnished without charge for each separate line whether or not that number is within the DID Number Block. Additional listings may be requested.

The customer shall be responsible for providing interception of calls to vacant and non-working assigned DID numbers by means of attendant interceptor recorded announcement service.

DID numbers are provided in blocks consisting of a minimum of 20 consecutive numbers which may be assigned to station lines or reserved for future use at rates specified herein. The Company does not guarantee to provide a consecutive number block. The Company will be responsible for interception and administration of reserved numbers.

The customer shall order and maintain sufficient number of trunks as to prevent blockage in the network.

**SECTION 3 - DESCRIPTION OF SERVICE**, Continued**3.3. EXCHANGE SERVICES**, Continued**3.3.8. Directory Assistance**

The Company furnishes a Directory Assistance service for the purpose of aiding customers in obtaining listing information.

The application of charges charging and rates set forth below, following apply to customer requests for Directory Assistance.

Directory Assistance service allows a subscriber to provide: a name to get telephone number, ZIP Code and/or directory address, and/or a telephone number to get name, ZIP Code and/or directory address, except in instances where customers have specified that these items not be disclosed by telephone number request (local requests only)

Directory Assistance Service does not provide the telephone number, name, address or ZIP Code on a private (non-published) listing but does furnish these items from informational records on a semiprivate listing.

Charges are not applicable to the following customers that request listing information within their local calling area:

Customers who have been certified by a physician or appropriate agency as unable to use a telephone directory because of a visual or physical handicap (this provision is not intended to allow the exemption for large business subscribers who employ only a few handicapped employees), and

Customers who make a call for a telephone number that was incorrectly published in or omitted from the alphabetical section of the directory due to Company error.

A credit allowance will be provided upon request for those customers who experience poor transmission quality, are cut off on their call, receive an incorrect number, or inadvertently dial the directory assistance service number.

Customers of DA services will receive a monthly usage allowance of local DA calls for which no charge applies.

Customers who requested DA service for which a number is both available and listed may request that the call also be completed for an additional usage fee. The call completion fee is limited to non-special dialing codes within the United States. Call completion charges only apply for calls that are answered and they are billed in one minute increments. Usage will be rounded to the next highest whole minute and each call will be rounded up to the nearest whole penny.

**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3. EXCHANGE SERVICES, Continued****3.3.9. Directory Listings**

The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone numbers and as an aid to the use of telephone service.

The Telephone Company will furnish to its subscribers, without charge, one directory per access line or as it deems necessary for the efficient use of the service. Other directories will be furnished at the discretion of the Company at a reasonable charge.

The listing of subscribers either without charge or at the rate specified herein for additional listings in the alphabetical section of the directory does not contemplate special prominence of arrangement. The Company bears no responsibility in any dispute that may arise as a result of the publication of such listings in its directories.

Listings must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when in its judgment such listings would tend to delay or impede the use of the service.

The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when in its sole judgment the clearness of the listing and the identification of the subscriber is not impaired thereby.

A primary listing is provided without charge as follows for each separate subscriber service. When two or more main station lines or PBX trunk lines are consecutively operated, the first number of the group is considered the primary listing. When two or more access lines are not consecutively assigned, a primary listing may be made for each line.

Unlisted number service is the withholding of a customer's listing from the printed telephone directory. The number may be obtained from the directory assistance operator.

Non-published number service is the withholding of a customer's listing from both the telephone directory and directory assistance records. Subscribers requesting such arrangements agree to hold the Company harmless from any damages that might result from the non-published listing including the failure to receive calls.

**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.4. INTEREXCHANGE SERVICES**

- 3.4.1. 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.
- 3.4.2. 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.
- 3.4.3. 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.
- 3.4.4. Regional Calling Service:** Regional Calling Service is an optional toll plan that permits subscribers to the Plan to have all points within the LATA treated as local calling. Applicable local usage rates provided pursuant to this tariff apply in lieu of intraLATA toll rates.

## SECTION 4 – RATES

### 4.1. INTERLATA AND INTRALATA PRESUBSCRIPTION

**4.1.1.** InterLATA and IntraLATA presubscription is a procedure whereby a subscriber designates Company as the carrier which the subscriber wishes to be the carrier of choice for interLATA and intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. InterLATA and IntraLATA presubscription does not prevent a subscriber who has presubscribed to the same interLATA and intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative interLATA and intraLATA carrier on a per call basis.

### 4.1.2. InterLATA and IntraLATA Presubscription Offerings:

Option A: Subscriber may select Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option B: Subscriber may select an alternate interLATA and intraLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

Option C: Subscriber may select a carrier other than Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

### 4.1.3. Rules and Regulations

Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers may select either Options A, B, C or D, above, for intraLATA presubscription.

Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time.

**SECTION 4 – RATES, Continued****4.1. INTERLATA AND INTRALATA PRESUBSCRIPTION, Continued****4.1.3. Rules and Regulations, Continued**

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with Company. Company will process the subscriber's order for interLATA and intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices.

Per line, per change \$10.00

**4.1.4. Charge for Non-Billable Toll Free Calls**

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than 7% of the billable (completed) calls for such toll-free number in that month, the Company may charge Customer a non-discountable \$0.02 charge for each non-billable call.

**4.1.5. Toll Free Minimum Usage Charge**

If a customer does not use \$100.00 of switched inbound toll free usage in a billing month, a \$15.00 minimum usage charge will be billed for each toll free number reserved by the Customer.

**SECTION 4 – RATES, Continued****4.2. EXCHANGE SERVICE RATES****4.2.1. Connection and Move Charges**

First Line	\$200.00
Each Additional Line	\$200.00

**4.2.2. Restoral Charge**

Restoral Charge, per restoral	\$200.00
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**4.2.3. Premises Visit Charge**

per hour, per premise visit	\$175.00
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**4.2.4. Service Change Charge**

Service Change Charge, per change	\$50.00
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**4.2.5. Directory Listing Change Charge**

Directory Listing Change Charge, per change	\$50.00
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**SECTION 4 – RATES, Continued****4.2. EXCHANGE SERVICE RATES, Continued****4.2.6. Custom Calling Features**

The following charges apply per feature, unless otherwise stated:

	<u>Minimum</u>	<u>Maximum</u>
Automatic Recall	\$0.00	\$30.00
Busy Redial	\$0.00	\$30.00
Caller ID	\$0.00	\$30.00
Call Hold	\$0.00	\$30.00
<u>Call Forwarding</u>		
Variable	\$0.00	\$30.00
Busy	\$0.00	\$30.00
No Answer	\$0.00	\$30.00
Ultra Call Forwarding	\$0.00	\$30.00
Call Transfer	\$0.00	\$30.00
Call Trace	\$0.00	\$30.00
Call Waiting/Cancel Call Waiting	\$0.00	\$30.00
Centrex Service Features	\$0.00	\$30.00
Distinctive Ring	\$0.00	\$30.00
Multi-line Hunting	\$0.00	\$30.00
Remote Call Forwarding, per forward path, per month	\$0.00	\$30.00
<u>Speed Calling</u>		
Up to 8 Numbers	\$0.00	\$30.00
Up to 30 Numbers	\$0.00	\$30.00
Three-Way Calling	\$0.00	\$30.00
Feature Package	\$0.00	\$30.00

**4.2.7. Blocking Service**

Third Number Billed and Collect Call Restriction	\$0.00
Toll Restriction	\$0.00
Toll Restriction Plus	\$0.00

**4.2.8. Gold Number Service**

Per number, per month	\$10.00
Number availability search, per search	\$15.00

**4.2.9. Foreign Exchange Service**

Per foreign exchange line, per month	\$15.00
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**4.2.10. Direct Inward Dialed Numbers**

	<u>Minimum</u>	<u>Maximum</u>
Per block of 20 numbers, per month	\$0.00	\$50.00
Per block of 100 numbers, per month	\$0.00	\$100.00

**SECTION 4 – RATES, Continued****4.2. EXCHANGE SERVICE RATES, Continued****4.2.11. Local Exchange Service**

	<b>Minimum</b>	<b>Maximum</b>
Flat Rate Service, per line, per month	\$0.00	\$100
Metered Service, per line, per month	\$0.00	\$100
Measured Service Usage		
First 3 minutes	\$0.07	\$0.09
Each additional minute	\$0.01	\$0.02

**4.2.12. Customer Requested Suspensions**

Per line, per month \$25.00

**4.2.13. Network Connectivity Fee**

Per month \$25.00

**4.2.14. Directory Listing Service**

Per month rates:

Primary Station	\$0.00
Regular Additional Listings, per listing	\$8.00
Foreign listing, per listing	\$8.00
Foreign exchange listing, per listing	\$8.00
Unlisted number, per number	\$5.00
Non-published number, per number	\$5.00

**4.2.15. Account Administrative Fee**

Per month \$15.00

**SECTION 4 – RATES, Continued****4.2 INTEREXCHANGE SERVICE RATES**

## 4.2.1 Inbound Switched Service

Inbound Switched Service, per minute \$0.09

## 4.2.2 Outbound Switched Service

Outbound Switched Service, per minute \$0.09

	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
4.3. Regional Calling Plan	\$0.00	\$100.00

**SECTION 4 – RATES, Continued****4.3 ANCILLARY CHARGES**

	<b>MRC</b>	<b>NRC</b>
Outbound Account Codes (non-verified)	\$10.00	\$25.00
Outbound Account Codes (verified)	\$10.00	\$25.00
Inbound Account Codes (non-verified)	\$60.00	\$85.00
Inbound Account Codes (verified)	\$60.00	\$85.00
Monthly CDR per CD ROM	\$100.00	\$0.00

	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
PICC Surcharge:		
Business Single Line	\$ 0.00	\$ 15.00
Business Multi-Line	\$ 0.00	\$ 15.00
Centrex	\$ 0.00	\$ 15.00
ISDN Line/BRI	\$ 0.00	\$ 15.00
ISDN/PRI	\$0.00	\$ 35.00

	<b>MRC</b>	<b>NRC</b>
Direct termination Overflow (per order)	\$90.00	\$ 75.00
8YY SMS Fee (per active 8YY)	\$ 0.80	\$ 0.50
8YY Directory Assistance (per 8YY listed)	\$35.00	\$ 50.00
8YY Area Code Blocking	\$ 0.00	\$ 50.00
8YY DNIS Deliver (per order)	\$ 0.00	\$700.00
8YY ANI Delivery (per trunk group)	\$75.00	\$150.00
Unauthorized PIC (per ANI)	\$00.00	\$ 50.00
Network Interconnection Charge	\$00.00	\$ 0.00

Direct Termination Overflow – Allows a dedicated access line customer to control potential congestion of calls placed on an 8YY number by sending overflow calls to another 8YY trunk group, WATS access line, dedicated access line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 8YY numbers on the same terminating trunk group by sending special identification digits along with the 8YY call to the customer site. Customer must have proper equipment to receive Real Time ANI.

Real Time ANI – Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Real Time ANI is currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

Special Routing Features – Special Routing features such as Day of Week Routing, Holiday Routing, Time of Day Routing and Percentage Allocation Routing are not available.

**SECTION 4 – RATES, Continued****4.4. DIRECTORY ASSISTANCE**

	<u>Minimum</u>	<u>Maximum</u>
Local directory assistance, per query	\$0	\$25
Non-local directory assistance, per query	\$0	\$25

**4.5 PAYPHONE SURCHARGE**

A surcharge shall apply to each coinless call which The Company can identify as being placed from an intrastate payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with The Company calling card, collect calls and calls placed to 8YY numbers. This charge is in addition to standard usage charges and is for the use of the payphone instrument to access The Company's service.

Payphone surcharge, per call	\$1.00
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**4.6. PROMOTIONS**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for qualifying Customers and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer.

**4.7. INDIVIDUAL CASE BASIS AGREEMENTS**

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Guide, or when the Company offers rates or charges which may vary from Guide arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer and will be made available to the Commission upon request.

## SECTION 5 – CRITICAL FACILITIES ADMINISTRATION SERVICE

### 5.1. Program Overview

Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.

Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

### 5.2. Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

- 5.2.1. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- 5.2.2. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

### 5.3. Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- 5.3.1. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, cross boxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- 5.3.2. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- 5.3.3. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.

**SECTION 5 – CRITICAL FACILITIES ADMINISTRATION SERVICE, Continued****5.3. Carrier Obligations, Continued**

- 5.3.4. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
- 5.3.5. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- 5.3.6. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

**5.4. Rates**

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service.

Critical Facilities Administration, Per Hour

\$120.00