

US LEC Communications, LLC
New York P.S.C. No. 3 - Telephone

Leaf: 1
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Effective: October 29, 2017

ACCESS SERVICES TARIFF

This tariff New York P.S.C. Tariff No. 3, issued by US LEC Communications, LLC, cancels and replaces, in its entirety, New Your Tariff No. 3 issued by US LEC Communications, Inc. d/b/a PAETEC Business Services.

US LEC COMMUNICATIONS, LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO THE PROVISION OF SWITCHED ACCESS SERVICES

WITHIN THE STATE OF NEW YORK

Switched Access Tariff

This tariff includes the rules and regulations that apply to the switched access services furnished by US LEC Communications, LLC, within the State of New York. This tariff is on file with the P.S.C. and copies may be inspected during normal business hours at US LEC Communications, LLC's principal place of business, 4001 Rodney Parham Rd., Little Rock, AR 72212.

Issued By: Senior Regulatory Counsel, 4001 Rodney Parham Rd., Little Rock, AR 72212

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SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- | | |
|---|--|
| C | To signify changed regulation. |
| D | To signify discontinued rate or regulation. |
| I | To signify increased rate. |
| M | To signify a move in the location of text. |
| N | To signify new rate or regulation. |
| R | To signify reduced rate. |
| S | To signify reissued matter. |
| T | To signify a change in text but no change in rate or regulation. |

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TARIFF FORMAT

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

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of switched access services by US LEC Communications, LLC, for connection to intrastate communication facilities within the State of New York.

CONTACTING THE PUBLIC SERVICE COMMISSION

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.

1. 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

2. Online:

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

3. By Mail:

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

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SECTION 1 – DEFINITIONS

Advance Payment: Part or all of a payment required before the start of service.

Access Services: The Company's intrastate services offered pursuant to the Tariff.

Company: US LEC Communications, LLC, the issuer of this Tariff.

Customer: Any individual, partnership, association, corporation or other entity which subscribes to or uses services under this tariff.

End User: A person or entity that subscribes to any of the Company's services offered under the Company's P.S.C. Tariff No. 1, Section 5 or Section 6.

End Office: The term “End Office” denotes a LEC switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. This term includes Remote Switching Modules/Systems served by a Host Central Office in a different wire center.

Federal Communications Commission (or “FCC”): Independent government agency that develops and implements policy concerning interstate and international communications.

Individual Case Basis: A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the case.

Joint User: A person, firm, or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192, or any other geographic area designated as a LATA in the National Exchange Carrier Assn., Inc. Tariff F.C.C. No. 4.

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SECTION 1 – DEFINITIONS

LEC: A Local Exchange Company located in the area served by the Company.

Network Switching: Network Switching provides for the use of Company switching equipment and related network to originate or terminate an access minute of use of any type. It applies to the establishment and release of connections on a per call basis between two or more circuits, communications systems, alternative switches or services.

Port: A facility of equipment system or subsystem set aside for the sole use of a specific Customer.

P.S.C.: New York Public Service Commission.

Recurring Charges: The monthly Charges to the Customer for services which continue for the agreed upon duration of the service.

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the Tariff, in which case the Service Commencement Date is the date of the customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from the Customer, the Service Commencement Date will be the first date on which the service or facility is used by the Customer.

Service Order: The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

User: A Customer or any other person authorized by the Customer to use service provided under this Tariff.

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ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS

2.0 General

All services or commitments undertaken by the Company, and provided through the use of facilities and/or services acquired from another carrier, are subject to any limitations set out in applicable tariffs filed by the other carriers or in carrier-to-carrier agreements, and such limitations are hereby incorporated by reference.

2.1 Undertaking of the Company

2.1.1 Scope

This service consists of the furnishing of intrastate carrier communications services pursuant to this general Tariff offering of service to the general public. Intrastate carrier communications provided pursuant to this Tariff are subject to the general regulations stated in this Section. Contractual arrangements which relate to services which are subject to this Tariff will be filed under Section 3.7 of this Tariff.

2.1.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company's control.

The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities, including facilities the Company may obtain from other carriers, to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.3 Liability of the Company

The Liability of the Company for damages arising out of the furnishing of these 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 acts of commission or omission, shall be limited to the extension of allowances as set forth in Section 2.6. The extension of such allowances shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire flood or other catastrophes; any law, order, regulation, direction, action or request of the federal government, or of any other government, including federal and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, board, bureau, corporation, or other instrumentality of any one of more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, work stoppages, or other labor difficulties.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.3 Liability of the Company, (Cont'd.)

The Company shall not be liable for any act or omission of any entity furnishing to the Company or the Company's Customers facilities or equipment used for or with the services the Company offers.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and 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, location, or use of any installation so provided.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.3 Liability of the Company, (Cont'd.)

The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

The Company is not liable for any defacement of or damage to the premises of the Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

The Company makes no warranties or representations, express or implied either in fact or operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.4 Claims

Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively, "Claims") arising from the use of the services pursuant to this Tariff involving: (1) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the use of the services; (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the services; (3) Claims for patent infringement arising from combining or using the facilities and equipment furnished pursuant to this Tariff in connection or in combination with facilities or equipment not furnished by the Company; and (4) all other Claims arisen out of any act or omission of Customers or patrons of Customer, in connection with the services made available to the Customer pursuant to this Tariff.

2.1.5 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.6 Non-Routine Installation

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

2.1.7 Ownership of Facilities

Title to all facilities, other than inside wiring on the Customer's side of the demarcation point, provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

2.1.8 Rights-of-Way

Any and all costs associates with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right of way.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.9 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.1.10 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission, P.S.C., or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.11 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonable withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

2.1.12 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth in Section 2.6, following.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.13 Transmission Specifications

The Company's transmission path will meet the standard transmission specifications as set forth in Bellcore Technical Publications. When the Company uses facilities and services from other service providers, the transmission paths will conform to Bellcore Technical Publications, to the extent that the supplying service provider's facilities and services meet the specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to insure that the data parameters are met.

2.1.14 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously arranged intervals and format.

2.1.15 Acceptance Testing

At no additional charge the Company will, at the Customer's request and where applicable, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity, and operations signaling. Balance parameters may also be tested where applicable.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.16 Routine Testing

At no additional charge the Company will, at the Customer's request and where applicable, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise, and Balance (Return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines associated responders or the functional equivalent. The frequency of the tests will be as mutually agreed on by the Customer and the Company, but shall consist of not less than quarterly 1004 Hz loss and C-message noise tests, and an annual balance test. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

2.1.17 Determination of the Number of Transmission Paths

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard Company engineering methods.

2.1.18 Trunk Group Measurement Reports

Subject to availability, the Company will make available to the Customer trunk group data in the form of usage in CCS, peg count and overflow, at previously agreed to intervals.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any of facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 Customer Responsibilities

The Customer shall pay all applicable charges as set forth in this Tariff.

The Customer is responsible for any damage to or loss of the Company facilities or equipment caused by the acts or omissions of Customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

The Customer shall make available to Company such space, power, environmental conditioning and other resources at Customer's premises as Company shall request for the provision of services offered under this Tariff. Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each Customer termination point, without charge or cost to the Company. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in Customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules, and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonable directed by Customer to comply with lease or other contractual obligations to which Customer is a party.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.3.1 Customer Responsibilities, (Cont'd.)

Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining pursuant to Section 2.1.8, above, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

Customer shall arrange access to any of the rights-of way, conduit, and equipment space which it is responsible for obtaining at any reasonable time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance under Section 2.6 will be made for the period during which service is interrupted for such purposes.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.3.2 Service Requirements

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer should notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the services provided by the Company.

2.4.2 Station Equipment

Customer provided terminal equipment on the premises of the customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. The Customer, authorized user, or joint user is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities and those of any underlying provider on whom the Company relies. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Customer.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.4.3 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff and subject to any limits in the tariffs of an underlying provider.

2.4.4 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing services under this Tariff and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

The service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

2.4.5 Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized agent, or joint user is complying with the requirements set forth in Sections 2.4.2, 2.4.3 and 2.4.4 for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided equipment and facilities to Company owned facilities and equipment.

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ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.4.5 Inspections, (Cont'd.)

If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action (including suspension of service) as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

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ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all 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.

A) Taxes

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

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

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

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

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

- E) A late payment penalty will be due to the Company upon any unpaid amount commencing 28 days after the date of the invoice. The late payment penalty shall be the portion of the payment not received by the 28th day after the date of the invoice multiplied by a late factor of 1.5% per month.
- F) Customers have up to 45 days (commencing 5 days after remittance of the bill) to initiate a dispute over regulated charges. If a Customer does not give the Company notice of a billing or rate dispute within the above mentioned dispute period, the invoice and charges levied shall be deemed to be reasonable, correct and binding on the customer. Late payment penalties on unpaid charges disputed by and resolved in favor of the Customer shall be credited.
- G) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.
- H) The Company reserves the right to invoice a Customer for monthly recurring and usage based services rendered up to and including 24 months in arrears. The Company will allow a reasonable amount of time for payment to be received prior to late fees being assessed.

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ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Advance Payments

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

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ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Deposits

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - 1) two month's charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D) Deposits held will accrue interest at a rate specified by the P.S.C. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A) Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the Customer.
- B) Suspension will not be made until at least 8 days after written notification is mailed to the Customer and 20 days before the termination notice.

Telephone service shall only be suspended between 8:00 AM and 7:30 PM, on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service, (Cont'd.)

- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- F) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent). For good cause shown, the P.S.C. may exempt a Customer from the penalties provided in this sub-section.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Cancellation of Application for Service

- A) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- B) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- C) special charges described in 2.5.6(A) through 2.5.6(B) will be calculated and applied on a case-by-case basis.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd)

2.6.1 Credit for Interruptions, (Cont'd.)

- A) When service is interrupted for a period of at least 24 hours after notice by the customer to the Company, an allowance equal to 1/30 of fixed billing cycle charges for services furnished by the Company rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the customer to the Company. Credit in any billing period shall not exceed the total non-usage charges for that period for the services furnished by the Company rendered useless or substantially impaired.
 - 1) The word "interruption" shall mean inability to complete calls due to equipment malfunctions or human errors. "Interruption" does not include, and no allowance shall be given for, service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall "interruption" include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills or deposits due to the Company, unlawful or improper use of the Company's facilities or service, or any other reason covered by this tariff or applicable law.
 - 2) No allowance shall apply to any non-recurring or usage charges.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G) interruption of service due to circumstances or causes beyond the control of Company.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd)

2.6.3 Cancellation For Service Interruption

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

2.7 Joint Use Arrangements

Joint use arrangements will be permitted for all services offered pursuant to this Tariff. From each joint use arrangement, one member will be designated the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of charges billed to it.

2.8 Meet Point Billing

In cases where the Customer chooses to originate and terminate its switched traffic with the Company via the use of another Local Exchange Carrier's (LEC) tandem facilities (tandem connection), Meet Point Billing (MPB) will apply. Both the Company and the other LEC will issue bills to the Customer for services rendered.

With tandem connection, both the Company and the other LEC will prepare its own bill and bill charges in accordance with its own Tariff, unless other arrangements are made that are mutually agreeable to both the Company and the Customer. Mileage sensitive charges will be proportionately billed in accordance with industry standards.

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ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations

2.9.1 General Administration

In order that the Company may interconnect its network with Customers, Customers may be required to install equipment or network services on Company premises including but not limited to switching centers. This section outlines terms and conditions for any Customer, vendor or other person performing installation, interconnection, maintenance and repair and any other telecommunications or information services in those spaces. The Company will require that the Customer or vendor provide information necessary to support installation of equipment or facilities during the period prior to the work being performed. This information will be specified in a separate document and will be reviewed by the Company engineering teams. Specifically, further details are as specified by Company engineers in review and approval of installation and power related Methods of Procedure (MOP).

Company operations personnel have been instructed NOT to allow any vendor to perform any work within the PAETEC space until specifications and MOP paperwork has been received.

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ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.2 Technical Guidelines for Working with Power in Company Operations Sites

It is the Company's goal to maintain a safe, clean and hazardous free work environment in Company operational space. These technical specifications and work processes must be followed in order to avoid circuit interruption, retail outages and power failures;

- a. All equipment installed in PAETEC operational sites is required to be DC powered.
- b. Fuse assignments are located on the breaker distribution fuse box (BDFB). The MOP will specify panel position as well as correct fuse amperage.
- c. Cable size will also be specified and will be tapped down to #6AWG for termination using compression lugs.
- d. Inventory of materials on-site and continuous verification of all equipment, tools and hardware is important. Company personnel must be contacted immediately if a deficiency is noted.
- e. Safety glasses will be worn, all jewelry will be removed and any other personal safety guidelines deemed appropriate must be followed during this procedure.
- f. "Hot" buss bars will be protected with rubber mats. These materials are to be secured so they will stay in place during work activity.
- g. Crimps must be made with appropriate crimping tools.
- h. Heat shrink insulation must be applied to cover all cable butts.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.2 Technical Guidelines for Working with Power in Company Operations Sites, (Cont'd.)

- i. If there are existing cables within the space procedures should be modified to follow existing cable patterns to assure uniformity of work.
- j. All open ends of cable and lugs/connectors installed on cables are to be taped or capped at all times until they are being terminated.
- k. All equipment relay racks and added equipment must be grounded to existing ground halo before any power cable terminations are made.
- l. Verify absence of alarms on any involved system or component equipment before beginning procedures.

IMPORTANT: Before beginning any installation of equipment or power provisioning, a direct current (DC) amp reading must be taken on the 750MCM ground. The reading must be taken again after the installation is complete including powering up equipment. Both readings must be witnessed and verified by Company personnel. If there is a change in the reading, the reason for the change must be determined and corrected before the Company will accept the work.

Upon review of applicable MOP, BDFB, circuit breaker assignments and power cable sizes will be provided by the Company engineering representative for power, heating, ventilation and air conditioning.

The vendor or Customer, with the assistance of a Company representative, will determine cable routes between BDFB and the relay rack power connection for termination to the equipment to be powered. The cable length should be measured to allow extra footage for working cables and forming turns.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.2 Technical Guidelines for Working with Power in Company Operations Sites, (Cont'd.)

Cables must be cut to length, taping ends and placing cable tags for identification on both ends. Cables will be at a predetermined size (AWG) on the cable relay rack and H-tapped to 6 AWG for routing into and connecting to equipment at both ends. Black and red #6 AWG must be used.

Open rear of BDFB and prepare work area according to guidelines in general procedures above.

Customer or vendor personnel are authorized to disable power on circuits to be connected at the BDFB.

Verification of the absence of power at output post of circuit breakers in question is required.

Place cables on cable relay racks of the determined route and secure with temporary ties.

H-tap 6 AWG feeders to XX AWG cable runs at the BDFB end, staggering the taps so that they will not be adjacent to each other.

Secure feeders in BDFB to approximate location of termination.

Prepare cable ends and terminate to appropriate assignments at rear of BDFB. Land RETURN cable first. This applies for A and B feed cables for each piece of equipment.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.2 Technical Guidelines for Working with Power in Company Operations Sites, (Cont'd.)

Lace cables to cable rack from BDFB to area where the equipment to be powered is located.

At this point, there should be no power on –48VDC leads and there should be ground on the RETURN cables.

H-tap 6 AWG feeders to XX AWG cable runs at the equipment end, staggering the taps so that they will not be adjacent to each other.

Prepare 6AWG cable ends and land as required at equipment to be powered in the associated relay rack location.

Customer or vendor must activate the A feed circuit breaker (BDFB) for each piece of equipment and verify the presence of –48VDC on the A feed at the equipment.

Repeat the above steps for the B feeds.

At equipment end in the associated relay rack space, replace any removed covers and verify cable tags and labels as required.

At BDFB end, remove any insulating materials, verify cable tags and label circuit breakers as required. Close back of BDFB.

At all times, please cleanup work area and dispose of any waste material in appropriate containers.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.3 Requirements for Entrance Facility Builds and Equipment Installation

Complete diversity is required both into and out of each site for all fiber optic cables. This is further defined to mean that completely diverse routes, that do not cross one another, are to be taken from each diverse entrance into the building to the fiber distribution panel (FDP). At no time shall these fiber optic cables be in the same conduit or pull box or cross one another. Should the fiber optic cables be in the same chase within the building, they shall be placed in different conduits that are separated by the maximum amount of space available.

All fiber optic cables shall be fusion spliced in a Customer or vendor provided fusion splice closure (SC) that is fire-retardant, as required by standard industry specifications. All fiber terminations shall be such that a Company jumper ('pigtail'), with an industry standard SC connector, extends from the fiber splice closure to terminate in the back of the FDP, via approved fiber optic cable troughs or protection sleeves.

Both fiber optic and coaxial hand-offs to the Company shall terminate on Customer or vendor provided FDP and DSX-3 panels. Customer or vendor engineering representatives shall specify the type and model number for these FDP and DSX-3 panels in each site. In addition, the Company and the Customer or vendor will work together to determine where the FDP and DSX-3 panels are to be installed (see appropriate section for equipment and rack assignments). Any and all fiber optic jumpers (pig-tails) and coaxial cabling required to extend these hand-offs shall also be purchased, provided, and placed by the Customer or vendor or its authorized representative. All fiber optic jumpers (pig-tails) and FDPs purchased, provided, and placed shall utilize the industry standard SC fiber connectors.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.3 Requirements for Entrance Facility Builds and Equipment Installation, (Cont'd.)

The Customer or vendor is responsible for purchasing, providing, and placing any and all DC power materials and cabling required (fuse panel, fuses, etc). This includes all items required from the Company assigned BDFB location to the Customer or vendor's equipment for both the required "A" and "B" DC power feeds. The Customer or vendor engineering representative, in conjunction with Company operations personnel, shall determine who makes the connection to the existing BDFB. Regardless of whether the Customer or vendor or the Company makes these connections, this work activity shall include all labor required in completing the task.

The Customer or vendor is also responsible for providing the relay rack in which the system will be installed. All equipment to be placed within one of the Company sites is required to be DC powered.

In addition, the detailed power specifications of the system to be installed shall also be provided to the Company engineering representative during the initial site survey contact. This includes, but is not limited to power requirements, heat dissipation, etc. Other relevant sections of this tariff may apply.

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ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.4 MOP Requirements

All entrance facilities and equipment installations shall be preceded by the submission and acceptance of a separately published MOP.

2.9.5 Company Operational Times of Access

The Company will schedule the work with the Customer or vendor at the appropriate site. Any and all work activities completed by the Customer or vendor shall be done during the Company maintenance window. That window is 12:00 AM through 6:00 AM local time, Monday through Friday and not including holidays. The specific time that the physical work shall be done is to be determined solely by Company operations personnel responsible for each site and will be coordinated via the Company service coordinator (SPOC). Once complete, the Customer or vendor will provide “as-built” drawings to the Company SPOC. The Company will maintain these as-built drawings for each site. Any deviation from these times must be separately scheduled with the Company SPOC.

2.9.6 Company Access to Customer or Vendor Space

The Customer or vendor will provide the Company with unrestricted access to the Space on 24 hours advance notice. In the event of an emergency, the Company will have immediate unrestricted access to the space. The Customer or vendor will provide a contact name and phone number that will serve as a 24-hour maintenance and emergency contact telephone number for trouble notification. The Customer or vendor will also post this number on its equipment located in the space.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.7 Insurance

Any person or entity, prior to being allowed entrance into the Company operational sites, whether a Customer or vendor or under the hire of a Customer or vendor, must present a certificate of insurance. The Customer or vendor agrees to maintain insurance for its equipment located in the space in the amounts and types listed below, and to name the Company as an additional insured under these policies:

- A. Worker's Compensation/Employer's Insurance in accordance with all applicable federal and state statutory requirements.
- B. Commercial General Liability – single limit for bodily injury and property damage of \$1,000,000 for each occurrence and General and Products Liability aggregates of not less than \$2,000,000.
- C. Excess or Umbrella Liability coverage – combined single limit for bodily injury and property damage of not less than \$1,000,000 for each occurrence with an annual aggregate of \$1,000,000 to apply in excess of all other insurance coverages required above.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.7 Insurance, (Cont'd.)

The named insured certificate holder must be shown to include:

PAETEC
Attention: General Counsel
600 WillowBrook Office Park
Fairport, NY 14450

The Customer or vendor will provide the Company with certificates of insurance upon request. Customer or vendor will provide the Company with certified copies of these insurance policies within five (5) days after receiving a request from the Company. The Customer or vendor will obtain additional insurance coverage if the landlord of the premises where the space is located requires it.

The Customer or vendor will require any contractor it uses at the premises to comply with these insurance requirements and, upon request, to supply the Company with proof of this coverage before beginning work.

The Company will not insure or be responsible for any loss or damage to any property owned or leased by the Customer or vendor or its employees or agents.

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ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.8 Industry Standard Technical Compliance

Any person or entity other than the Company certifies that equipment installed in a Company operational site is in compliance with Criteria Level 1 requirement as outlined in the Telcordia Special Report SR-3580, Issue 1.

2.9.9 Responsibilities of the Company

The Company will provide the Customer or vendor with certain access, wiring, equipment and services solely for the purpose of interconnecting the Customer's or vendor's equipment, which will be located on a Company operational premises, with PAETEC's network according to the terms and conditions contained in this tariff or in an individual case basis contract.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.10 Use of Space

The Company grants the Customer or vendor a nonexclusive limited license to occupy the portion of the operational premises of relevance or, in other words, the space. The Customer or vendor agrees to use the Space only to install, maintain, and operate equipment to interconnect to the Company network. The Customer or vendor agrees that it is being granted only a license to occupy the space and not a real property interest in the space. The Customer's or vendor's occupancy of the space will serve as the Customer's or vendor's acceptance of the space. The Customer or vendor agrees to use the space only for the purposes described in the individual ICB or this tariff and not for any unlawful purpose. The Customer or vendor further agrees not to encumber the space in any manner. The Customer or vendor, and any approved subcontractors and/or representatives agree not to smoke in the space, to keep the space in a clean and safe condition and to comply with any rules of the applicable landlord and/or the Company.

The Customer or vendor use of the space throughout the term of an ICB or this tariff is contingent upon the Company continuing to own or lease the premises where the space is located.

If Customer or vendor does not remove its equipment from the space within thirty (30) days following the termination of an ICB contract or as specified in this tariff, the Company may, at the Customer's or vendor's expense, remove equipment from the space and ship it to Customer's or vendor's last known address.

The Customer or vendor will not unreasonably interfere with the Company's or any other tenant's use of the premises. The Company will not unreasonably interfere with the Customer or vendor use of the space and will make reasonable efforts to prevent others from interfering with the Customer or vendor use of the space.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.11 License Fee, Taxes and Other Fees

The Customer or vendor may request additional space at the premises at any time during the term of an ICB contract or this tariff. The Company may, but is not obligated to, provide Company with additional space. In the event the Company does provide the Customer or vendor with additional space, the Customer or vendor agrees to pay an appropriate license fee if required by the Company. That fee will be subject to ICB negotiations and contract terms.

2.9.12 Notice of Termination of Services

If the Customer or vendor removes its equipment from the space or terminates the ICB contract or other governing contractual arrangement, the Customer or vendor will provide the Company ninety (90) day prior written notice.

2.9.13 Maintenance

The Customer or vendor is responsible for performing all maintenance and repair on its equipment. The Company has no obligation to maintain Customer's or vendor's equipment.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.14 Landlord Services

The Customer or vendor agrees that the Company is not obligated to perform any services normally provided by a landlord at any leased premises. Services provided by a landlord may be made available to the Customer or vendor but only on the same basis as they are available to the Company. The Company has no liability for the delay or failure of any landlord to perform any service.

2.9.15 Improvements to Space

The Customer or vendor shall provide the Company all plans for improvements to the spaces. The Company shall have the right to review, and in its sole discretion the Company may provide written approval for all plans and contractors before the Customer or vendor makes any improvements to the space. The Customer or vendor, or its agent or contractor, must guarantee in writing that the workmanship of any improvement to the space will be free from defects for one year after completion. All improvements will be made at the Customer's or vendor's expense, will become part of the space, and may not be removed from the space at the end of the ICB contract or other agreement.

2.9.16 Interconnection with Third Parties

The Customer or vendor may connect to telecommunications services provided by third parties at the space only if the Company gives its prior written consent. The Company will provide the Customer or vendor with entrance facilities and cross connections throughout the term of the ICB or other agreement.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.17 Relocation of Equipment

The Company may require the Customer or vendor to relocate its equipment on sixty (60) days prior written notice. In the event of an emergency beyond the Company's control, the Customer or vendor shall relocate its equipment immediately upon notification. If the Customer or vendor is required by the Company to relocate for any reason, the Company will assume half the costs associated with any such relocation. The Company will provide a good faith estimate to Customer of such costs. The Company will seek to provide the Customer or vendor with a comparable alternative location if the Customer or vendor is required to relocate its equipment.

2.9.18 Lien on Equipment

The Company will have no rights to or interest in the equipment other than statutory rights, if any, granted a landlord with respect to the property of a tenant (commercial or residential), and those set forth in this tariff or in an ICB contract. Except as provided herein, the equipment shall remain the sole property of the Customer or vendor. However, if the Customer or vendor fails to pay any amounts due to the Company or is in default of any agreement with the Company, the Company will have a lien on the equipment and all other personal property of Customer or vendor that may be located in or on the premises. The Customer or vendor specifically waives any and all exemptions allowed by law with respect to such lien, which lien may be enforced by the Company by the taking and selling of such equipment and/or property (to be made in a commercially reasonable manner upon thirty (30) days written notice to the Customer or vendor), or such lien may be enforced in any other lawful manner available to the Company.

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2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.19 Notices

All notices under this tariff or ICB contracts must be in writing and sent via an overnight courier that provides evidence of delivery to the following address:

PAETEC
Attention: General Counsel
600 WillowBrook Office Park
Fairport, NY 14450

2.9.20 Limitation of Liability

Where not in conflict with other sections of this tariff, the Company will take reasonable precautions to prevent damage to the Customer or vendor equipment, however, PAETEC's liability for any damage to Customer's or vendors equipment is limited to the amount of actual damages or \$1,000 dollars, whichever is less.

The Company will not be responsible for any special, indirect, consequential or incidental damages, including but not limited to lost profits. The Customer or vendor agrees to indemnify, defend and hold the Company harmless from any and all liabilities, losses, damages, claims, actions, expenses and costs (including attorney's fees) incurred by or asserted against the Company that result from:

- A. The customer or vendor use of the space;
- B. Any third party that the Customer or vendor permits to use or visit the space; and
- C. Any violation of these tariff terms or ICB contracts by the Customer or vendor; and
- D. The Customer or vendor in violation of any law or regulation.

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2.9 Equipment Installed or Work Performed in a Company Switch Site or Other Operational Locations, (Cont'd.)

2.9.21 Eminent Domain

In the event of a taking of all or any portion of the premises where the space is located by eminent domain (or conveyance by the landlord to an entity threatening eminent domain), these tariff terms with regard to the specific Customer or vendor service or equipment will terminate as of the date of such exercise or conveyance. The Company is not responsible to the Customer or vendor for the value of any unused portion of any term specified outside of the bounds of this tariff including ICB contract arrangements. The Customer or vendor may, however, seek relief from the landlord or appropriate authority.

2.9.22 Damage to Premises

Where not in conflict with other provisions of this tariff, if the space is damaged by fire or other casualty, the Company will notify the Customer or vendor and immediately and will repair, or cause the landlord to repair, the space so that it is returned to substantially the same condition as prior to the damage. If the Company fails to complete the repairs within a reasonable time period, the Customer or vendor may, as its sole remedy, vacate the space per terms of this tariff. The Company will be responsible for any damage to its own equipment if fire or other casualty damages the space. The Customer or vendor agrees to reimburse the Company for any damage to the Space that is caused by the Customer or vendor or its representatives or its equipment.

2.9.23 Subordination

The Customer or vendor acknowledges and agrees that this document is subject and subordinate to the Company's mortgage or lease for the premises where the space is located.

2.9.24 Rates and Charges

Rates for use of Company space, equipment or labor will be published on an individual case basis.

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ACCESS SERVICES TARIFF

SECTION 3 - ACCESS SERVICES

3.1 General

3.1.1 Description

Intrastate access service is provided at company designated end offices whether routed directly or via Company designated tandem switches. For Intrastate access service with SS7 signaling option, the CCSA signaling connection is provided to company designated STPs.

Intrastate access service is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment may be provided with wink start start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when the SS7 signaling option is specified.

Intrastate access service switching may be provided, at the customer's option, with multifrequency address signaling or common channel signaling. With multifrequency address signaling, up to 12 digits of the called party number dialed by the Customer's end user using dual tone multifrequency or dial pulse address signals will be provided by Company equipment to the Customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Local Transport provided. With common channel signaling, up to 12 digits of the called party number dialed by the Customer's end user using dual tone multifrequency or dial pulse address signals will be provided by Company equipment to the Customer's designated premises via a Common Channel Signaling Access (CCSA) circuit.

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SECTION 3 - ACCESS SERVICES, (CONT'D.)

3.1 General, (Cont'd.)

3.1.1 Description, (Cont'd.)

The Company's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

When used in the terminating direction, Intrastate access service switching may be used to access valid NXXs in the LATA, time or weather announcement services of the Company, community information services of an information service provider, and other customers' services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. When directly routed to an end office, only those valid NXX codes served by that end office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. Additionally, non-access charges will also be billed for calls from an Intrastate access service trunk to another customer's service in accordance with that customer's applicable service rates when the Company performs the billing function for that customer. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), service codes (611 and 911 where available) and 10XXX access codes.

The Company will establish a port or ports for the Customer at end offices or access tandem switches where Intrastate access service switching is provided. When required by technical limitations, a separate port will be established for each type of Intrastate access service switching arrangement provided. Different types of Intrastate access service arrangements may be combined on a single port at the option of the Company.

No charge applies to end users for calls to the Intrastate access service 10XXX access code.

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SECTION 3 - ACCESS SERVICES, (CONT'D.)

3.1 General, (Cont'd.)

3.1.2 Service Options

The Company provides two service options. Direct End Office Access switched access service is provided to those Customers whose traffic is carried only on Company facilities. Indirect Access switched access service is provided to those Customers who originate and terminate their switched traffic with the Company via the use of tandem switching facilities.

3.1.3 Testing Capabilities

Where equipment is available, Intrastate access service in the terminating direction is provided with seven digit access to balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line.

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3.2 Transport Service

Transport Service provides for the transmission of calls between the Customer designated premises and the end office where the Customer traffic is switched to originate or terminate the Customer's communication. Transport Service is a two-way voice frequency transmission path composed of facilities determined by the Company.

The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for transmission of voice and associated telephone signals.

Customers who choose Direct Access directly connect with the Company's office(s). The Entrance Facility provides a communications path between the Customer premises and the serving wire center of that premises for the sole use of the customer. An Entrance Facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings. Direct Trunked Transport provides the transmission path from the serving wire center of the customer's premises to an end office or from the serving wire center to a tandem. The Transport Multiplexing rate provides for the use of common DS3 to DS1 Multiplexers in the end office side of the access tandem for traffic that is switched at an access tandem. Port Charges are monthly rates per port that provide a port for each dedicated trunk terminating on the serving wire center side of the access tandem. The port can be furnished on a DS0, DS1, or DS3 basis. A Transport Interconnection Charge will also apply. A Transport Mileage rate will also apply to circumstances where to provide transmission facilities, the Company must provide transport between the terminating end office and Company switching facilities

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SECTION 3 - ACCESS SERVICES, (CONT'D.)

3.2 Transport Service, (Cont'd.)

Customers who choose Indirect Access connect with the Company's office(s) through a tandem switch provided by US LEC or another LEC that is responsible for its own Tandem Switching charge. Transport Service rates are made up of a Transport Interconnection Charge, a Transport Termination rate which is assessed on a per transmission path per access minute basis, and a Transport Mileage rate assessed on a per mile per access minute basis. The Transport Termination rate provides for the communication frequency transmission path at the Company switching central office.

Transport Service portion of central office switching and central office circuit equipment. The Transport Mileage rate applies to transmission facilities provided by the Company between the Company's end office and a remote switching facility.

For purposes of determining Transport Mileage measurement, distance will be measured from the wire center that normally serves the customer designated premises to the terminating end office, which may be a Remote Switching Module(s).

Where transmission facilities permit, the individual transmission path between the Customer's designated premises and the first point of switching may at the option of the Customer be provided with the following optional features at no charge:

- Supervisory Signaling
- Customer Specified Entry Switch Receive Level
- Customer Specification of Local Transport Termination.

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SECTION 3 - ACCESS SERVICES, (CONT'D.)

3.3 End User Access

End User Access provides Customers with the access from end office switches to end users, for use in furnishing their communications services. Customers may be accessed via lines, trunks, pay telephone lines, or other facilities, terminated on a central office switch, which are provided under the local exchange services tariffs of the Company.

3.4 Switching Service

Switching Service provides for the use of end office switching functions and the terminations in the end office of end user lines. Optional features available by Customer request at no charge include:

- Service Class Routing
- Alternate Traffic Routing
- Call Gapping Arrangement
- International Carrier Option
- Band Advance Arrangement for use in the provision of WATS or WATS-type services
- Hunt Group Arrangement for use in the provision of WATS or WATS-type services
- Uniform Call Distribution Arrangement for use in the provision of WATS or WATS-type services
- Nonhunting Number Associated with Hunt Group Arrangement or Uniform Call Distribution Arrangement for use in the provision of WATS or WATS-type services

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3.4 Switching Service

3.4.1 Automatic Number Identification (ANI)

ANI provides the automatic transmission of a ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group routed directly between an end office and a Company designated premises, or, where technically feasible, with all individual transmission paths in a trunk group between an end office and an access tandem. The ANI feature is available by Customer request at no charge.

The ten digit ANI number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number (TN). The ten digit ANI number will be transmitted on all calls except those identified as ANI failure, in which case only the NPA will be transmitted, in addition to the information digit.

The information digits identify: (1) TN is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling TN - must be obtained by operator or in some other fashion, (3) hotel/motel originated call which requires room number identification, (4) coinless station, hospital, inmate, etc., call which requires special screening or handling by the Customer. The ANI TN is the listed telephone number of the of the customer and is not the TN of the calling party.

Additional ANI information digits are available as requested by the Customer to identify various classes of line restriction, including (1) interLATA restricted - TN is identified line, (2) interLATA restricted - hotel/motel line, and (3) interLATA restricted - coinless, hospital, inmate, etc. line.

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3.5 Chargeable Optional Features

800 Database Access Service is provided to all customers in conjunction with switched access service. When a 1+800+NXX-XXXX call is originated by an end user, the Company will utilize the SS7 network to query an 800 database to identify the Customer to whom the call will be delivered, and to provide vertical features based on the dialed digits. The call will then be routed to the identified Customer over switched access.

A Basic or Vertical Feature Query charge is assessed for each query launched to the 800 database. The Basic Query provides for the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same customer identification function in addition to vertical features which may include: (1) call validation, ensuring that calls originate from subscribed service areas; (2) POTS translation of 800 numbers; (3) alternate POTS translation, which allows subscribers to vary the routing of 800 calls based on factors such as time of day, place of origin of the call, etc.; (4) multiple carrier routing, which allows subscribers to route to different carriers based on factors similar to those in (3).

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SECTION 3 - ACCESS SERVICES, (CONT'D.)

3.6 Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

With Multifrequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgement wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch. Originating 800 calls will receive the terminating rate.

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

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3.7 Individual Case Base (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such request may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and Customer.

3.8 Jurisdictional Reports

Where possible, the Company will determine the jurisdiction of both originating and terminating calls from the call detail records generated via the switched network, and bill usage according to such determination. A call that enters the Customer's network in a state different from the state in which the called station is located will be classified as interstate. A call that enters the Customer's network at a point within the same state as the state where the called station is located will be classified as intrastate.

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SECTION 3 - ACCESS SERVICES, (CONT'D.)

3.8 Jurisdictional Reports, (Cont'd.)

In those cases where it is not possible for the Company to determine the jurisdiction of the call from the call detail, the Customer may provide the Company with a percent intrastate use. The percent, which should be represented as a whole number, is determined by taking the total intrastate usage and dividing by the total minutes of use. The Customer may update the jurisdictional percentages reported to the Company on the first of January, April, July, and October. Reports should be received no later than the 20th of each month. Reports will be used on a go-forward basis, and will be in effect until the Customer submits a revised report. Customers beginning service in the middle of a quarter may submit a jurisdictional report at the onset of service.

In the absence of a Customer-provided percent intrastate use, the following percentages will be used:

800 traffic:	50%
900 traffic:	50%
700 traffic:	50%
all other:	percent determined by measurable network usage.

The Company reserves the right to verify the percents on the jurisdictional reports by examination of the underlying data. The Company will submit a request for verification in writing to the Customer. Such a request will occur no more than once a year. Once the request is received, the Customer will have 30 days to supply or otherwise make available the data to the Company.

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SECTION 4 - BILLING NAME AND ADDRESS SERVICE

4.0 General

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

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

BNA Service is provided on a manual basis only. Information will be provided by voice telecommunications, fax, or mail, as appropriate.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charges to a calling card that is resident in the Company's data base.

4.1 Undertaking of the Company

4.1.1 A request for information on telephone numbers should be mailed or faxed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days, unless other arrangements are mutually agreed to between the Company and the Customer.

4.1.2 The Company will specify the format in which requests are to be submitted.

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SECTION 4 - BILLING NAME AND ADDRESS SERVICE, (CONT'D.)

4.1 Undertaking of the Company, (Cont'd)

4.1.3 The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records, including nonpublished and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.

4.1.4 The Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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

4.2 Obligations of the Customer

4.2.1 With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.

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SECTION 4 - BILLING NAME AND ADDRESS SERVICE, (CONT'D.)

4.2 Obligations of the Customer (Cont'd)

4.2.2 The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.

4.2.3 The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, filed and data bases or other systems it assembles through the use of the BNA Service.

4.3 Rate Regulations

4.3.1 Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.

4.3.2 A charge applies for each request for BNA information for a telephone number on a manual basis. The Company will keep a count of the requests processed, and will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests.

4.3.3 When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

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SECTION 5 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES

5.1 Usage Rates

Usage rates for switched access service are rates that apply: (1) on a per access minute basis when Direct End Office Access or Indirect Access is used, (2) on a per call blocked basis beyond the blocking threshold for Network Blocking, (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis. Rates for these services are found in the Rate Attachment.

5.2 Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable feature of basic or optional service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

5.3 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity. The types of non-recurring charges are as follows:

5.3.1 Access Order Charge

The Access Order Charge applies to all Customer requests for new switched access service, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this Tariff.

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SECTION 5 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES, (CONT'D.)

5.3 Nonrecurring Charges, (Cont'd.)

5.3.1 Access Order Charge, (Cont'd.)

The Access Order Charge does not apply:

- to administrative changes as set forth in 5.3.3;
- when a change in a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

5.3.2 Installation of Service

Non-recurring charges apply to each Direct End Office Access service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

5.3.3 Service Rearrangements

All changes to existing services other than changes involving administrative activities will be treated as the discontinuance of the existing service and an installation of a new service. Installation charges as described in 5.3.2, above, apply. Changes and additions to existing services which are necessary due to Company initiated network reconfigurations will be made without charge to the Customer.

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SECTION 5 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES, (CONT'D.)

5.3 Nonrecurring Charges, (Cont'd.)

5.3.3 Service Rearrangements, (Cont'd.)

Administrative changes include the following:

- change of customer name;
- change of Customer or Customer's end user premises address when the change of address is not the result of a physical relocation of equipment;
- change in billing data (name, address, contact name or telephone number);
- change of agency authorization;
- change of customer circuit identification;
- change of billing account number;
- change of Customer test line number;
- change of Customer or Customer's end user contact name or telephone number;
- change of jurisdiction.

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SECTION 5 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES, (CONT'D.)

5.4 Provision of Billing Information

5.4.1 Description

Access bills, not including Call Detail Records, are available in two formats. At no charge, the Customer may select as the primary billing medium either the Standard Paper Bill format described in (A) below or a mechanized electronic data transmission format described in (B) below:

- (A) The Standard Paper Bill format sent via U.S. Mail service.
- (B) Mechanized Electronic Data Transmission (MEDT) format in a SECAB format in one of the methods described below
 - (1) CONNECT: Direct is a secure, file transfer application which transmits data from the Customer's premises to a Company datacenter. Files will translate to the destination native from EBCDIC on IBM Mainframe or ASCII for UNIX.
 - (2) File Transfer Protocol (FTP) is a non-secure, internet standard protocol for file transfer between the Company and the Customer desired location.
 - (3) Secure File Transfer Protocol (SFTP) based on SSH, is an Internet standard protocol for file transfer between the Company and the Customer location providing transmission security features.

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SECTION 5 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES, (CONT'D.)

5.4 Provision of Billing Information, (Cont'd.)

5.4.1 Description, (Cont'd.)

The Customer requesting data transmission shall be responsible for providing a data transmission system compatible with Company data transmission formats. In cooperation with the Customer, the Company will determine the interval required to implement the transmission of such material on an individual request basis. The Company will provide either binary or ASCII data. In the event of transmission failure resulting from Company error, the Company will retransmit a bill by electronic data transmission at no charge to the customer. In the event of transmission failure resulting any Customer or Customer network error, the Company will retransmit a bill by electronic data transmission at the same rates and charges as set forth in this Section.

If the cause of a transmission failure can't be determined at the time the failure occurs, the Company will retransmit a duplicate bill(s) in MEDT format. After investigation, if the cause of the transmission failure is determined to be Customer error or Customer network error, the rates and charges for additional bill copies sent due to Customer error will apply as set forth in this Section.

At the Customer's option, the Company will provide additional copies of the current month's access service bill via standard paper, CD-ROM or MEDT formats at the charges specified in this Section. Requests for additional copies of prior monthly bills must be sent to the Company in writing and specify the requested dates and the medium in which the copies are to be provided. Charges as specified in this Section for additional copies of access service bills will apply for each copy of a bill requested by a Customer.

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SECTION 5 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES, (CONT'D.)

5.4 Provision of Billing Information, (Cont'd.)

5.4.1 Description, (Cont'd.)

The Company does not provide Call Detail Records as a part of any of the above described monthly access service bill delivery methods. In addition, the Company will not provide Call Detail Records for invoices older than 90 days prior to the current billing period. The Company will provide Call Detail Records only upon written request by the Customer, and only in CD-ROM format at the rates specified in this Section. The rates in this Section will also apply to written Customer requests for Call Detail records for prior monthly access service bills.

5.4.2 Rates

The rates and charges for additional bill copies or Call Detail Records will apply as follows.

	<u>Rate</u>
PDF image delivered via email - per page	\$.25
Paper Copy - per page	\$.25
CD-ROM - per CD-ROM	\$65.00
Mechanized Electronic Data Transmission (MEDT) - per record transmitted	\$.0010

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SECTION 6 - RATES AND CHARGES

6.1 Direct Access

	<u>Minimum</u>	<u>Maximum</u>		
Network Switching, Per minute	\$0.0010	\$0.0295	(R)	
Transport				
DS0 Port, per port, per month	\$ 30.00	\$ 200.00		
DS1 Port, per port, per month	\$ 250.00	\$1,000.00		
DS3 Port, per port, per month	\$ 7,000.00	\$15,000.00		
Entrance Facility				
DS1 per facility, per port, per month	\$ 250.00	\$ 700.00		
DS3 per facility, per port, per month	\$ 7,000.00	\$ 15,000.00		
	Non-Recurring Charges		Recurring	
	First	Additional	Per Month	
Multiplexing	Min	Max	Min	Max
Per	\$450.00	\$700.00	\$400.00	\$600.00
arrangement				
	Non-recurring per DS0 Trunk			
	Min	Max		
Switched Access	\$16.00	\$24.00		
Connection				

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.2 Indirect (Switched) Access

	Minimum	Maximum	
Network Switching, Per minute	\$0.0010	\$0.0295	(R)
Transport Services			
Transport Mileage Per Access minute per mile	\$0.00001	\$0.0003	
Transport Termination Per Access minute per termination	\$0.0001	\$0.0150	
Common Trunk Port Service	\$0.0003	\$0.0330	

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.3	800 Database Access Service Minimum Maximum		
	Per Query	Minimum \$0.0040	Maximum \$0.0079
6.4	Billing Name and Address Service		
	Service Establishment Charge (Non-recurring)	\$38.20	\$63.68
	Request, per telephone number	\$0.24	\$0.41
6.5	Access Order Charge		
	(Non-recurring)	\$60.75	\$101.25
6.6	Network Blocking		
	Per call blocked	\$0.0101	\$0.0169
6.7	Trunk Activation		
	Per 24 trunks Activated or Fraction thereof, on a Per Order Basis	\$186.75	\$311.25
6.8	Installation Charge		
	(Non-recurring)	\$175.00*	\$265.00*
	Per First Trunk or Signaling Connection		
	Each additional Trunk or Signaling Connection	\$175.00*	\$265.00*

* Additional charges may apply if labor and/ or other facilities build issues arise.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.9 Date Change Charge

(Non-recurring)

Minimum

Maximum

Per Change

\$37.00

\$55.00

6.10 Design Change Charge Minimum Maximum

(Non-recurring)

Per Change

\$37.00

\$55.00

6.11 Expedite Charge

(Non-recurring)

Per Request

\$200.00

\$290.00

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.12 Gross Revenue, Gross Income, and Gross Earnings Surcharges

In addition to all recurring, non-recurring, minimum usage, or special charges, subscriber shall pay each of the following surcharges designed to recover gross revenue, gross income, and gross earning taxes imposed on carrier:

- (i) State Gross Revenue Tax Surcharge rates, imposed on all charges for recurring, non-recurring, minimum, usage, or special charges for intrastate service as follows:

<u>Period</u>	<u>Surcharge</u>
Oct. 1, 1998 - Dec. 31, 1999	3.3592%
Jan. 1, 2000 and beyond	2.5641%

- (ii) New York City surcharge, equal to 2.23%, imposed on all charges for services consumed within the City of New York.
- (iii) MTA surcharge, equal to 0.4694% 0.5986% for the period October 1, 1998 and following, imposed on all charges for services consumed within the Metropolitan Commuter Transportation District.

The surcharge noted above shall be added to all charges for services (except for late payment charges and returned check charges), and together with all such charges, shall be subject to all sales, use, and excise taxes payable by subscriber.