

Electric Lightwave, LLC d/b/a Allstream
P.S.C. NO 1 - TELEPHONE
Effective Date: 06/12/2019

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Electric Lightwave, LLC
d/b/a Allstream

Schedule of

GENERAL REGULATIONS AND RATES FOR EXCHANGE SERVICES

Applying to the Intrastate Regulated
Services and Facilities of this Company
in the State of New York

**This P.S.C. No. 1 of Electric Lightwave, LLC d/b/a Allstream supersedes in its entirety
the New York Tariff P.S.C. No. 1 of Electric Lightwave, LLC d/b/a Integra Telecom**

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New York State customers only:

(T)

Contacting Allstream with a Complaint

In the case of a dispute between the Customer and the Company, please contact the Company by phone, email or mail.

- Email: UScustomerservice@allstream.com or,
- By Phone: Customer Service (Toll Free) 1-866-468-3472
- By Mail:

Electric Lightwave, LLC d/b/a Allstream
Attn: Customer Care
18110 SE 34th Street, Building One, Suite 100
Vancouver, WA 98683

Contacting the New York State Department of Public Service with a Complaint

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 DPS by phone, online or by mail.

- Online: <http://www.dps.ny.gov/complaints> or,
- By Phone:

Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States (M-F 8:30 am – 4:00pm); or
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax

- By Mail:

NYS Department of Public Service
Office of Consumer Services, 4th Floor
3 Empire State Plaza
Albany, NY 12223-1350

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APPLICATION OF TARIFF

This tariff list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive intrastate regulated services on a resold basis within the State of New York by Electric Lightwave, LLC d/b/a Allstream (hereinafter “The Company”).

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF

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

- C To signify changed listing, rule, or condition which may affect rates or Charges
- D To signify discontinued material, including listing, rate, rule or condition
- I To signify increase
- L To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition
- N To signify new material including listing, rate, rule or condition
- R To signify reduction
- S To signify reissued matter
- T To signify a change in wording of text but not a change in rate, rule or condition.

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SERVICE AREA

This tariff sets forth service offerings, rates, terms and conditions applicable to the furnishing of the Company's end user intrastate telecommunications services to Customers within the State of New York.

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CONTACT INFORMATION

Customer Contact -

For establishment of service, complaints and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems.

Electric Lightwave, LLC d/b/a Allstream
18110 SE 34th Street, Building One, Suite 100
Vancouver, WA 98683
Customer Service: Toll Free 1-866-468-3472
Maintenance: Toll Free 1-800-360-4467

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SECTION 1 - DEFINITIONS

ACCESS LINE - A line which connects a customer to the central (switching point) office of an exchange through which local and long distance calls can be made.

ACCOUNT CODE – A Multidigit code which can be used by Customers to assign accountabilities for a call. It can be used to identify users, project, etc.

ADDITIONAL LISTING - Any listing of a name or information in connection with a Customer's telephone number beyond that to which he is entitled without additional charge in connection with his regular service.

APPLICATION - A request made orally or in writing for telephone service.

AUTHORIZED USER - A person, firm or corporation (other than the customer) on whose premise a telephone, Private Branch Exchange, or private line service or channel is located and who may communicate over such channels in accordance with the terms of the tariff.

BUSINESS SERVICE - Telephone service furnished to customers where the actual or obvious use is principally or substantially of a business, professional, or occupational nature.

CALLED STATION - The terminating point of a call (i.e., the called number).

CALLING CARD - A card issued by a Carrier containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis. (T)

CALLS – The term “calls” means telephone messages attempted by Customers or Users.

CARRIER - A corporation, association, partnership, or individual engaged in the business of furnished telephone service to the public under the jurisdiction of the Commission.

CHANNEL - A path for communication between two or more stations, or Company offices, furnished in such a manner as Company may elect, whether by wire, radio or a combination thereof and whether or not by a single physical facility or route.

CIRCUIT - A channel used for the transmission of electrical energy in the furnishing of telephone and other communications service.

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SECTION 1 – DEFINITIONS, Continued

COMMUNICATIONS SYSTEM - Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or company stations.

COMPANY – Electric Lightwave, LLC d/b/a Allstream.

COMMISSION – The New York State Public Service Commission

CONNECTING ARRANGEMENT - The equipment provided by Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of Company or of facilities of Company with other facilities of Company.

CONNECTING COMPANY - A corporation, association, partnership or individual owning or operating one or more exchanges and with who communications services are interchanged.

CONNECTOR - See "Switch".

CONNECTION CHARGE - See "Service Connection Charge".

CONSTRUCTION CHARGE - A separate non-recurring charge made for the construction of facilities in excess of that contemplated under the rates quoted in the exchange tariffs.

CONTRACT - Refers to the agreement between a customer and Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

COST - The cost of labor and materials, which includes appropriate amounts to cover Company's general operating and administrative expenses.

CREDIT CARD - A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment.

CUSTOMER - The individual, partnership, association or corporation which contracts for telephone service and is responsible for the payment of charges and compliance with the rules and regulations of Company. Also referred to as "Subscriber" in this tariff.

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SECTION 1 – DEFINITIONS, Continued

CUSTOMER-PROVIDED EQUIPMENT - Devices, apparatus, and/or associated wiring provided by a Customer.

CUT-OVER DATE (or INSTALLATION DATE) - the date when Company commences supplying telephone services pursuant to this Tariff.

DATA BANDWIDTH – a data transmission rate; the maximum amount of information (bits/second) that can be transmitted along a channel.

DEBIT CARD - A valid bank or financial organization card, representing both an account from which the costs of products and services purchased by the card holder may be charged.

DEDICATED ACCESS - Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

DEMARCATION POINT - The point of connection, provided and maintained by the Telephone Company, at which the Telephone Company service and the property owner or customer's facilities are connected. This Demarcation Point is to be mutually agreeable to the Telephone Company and the subscriber or property owner, and is normally located near the point where the Telephone Company facilities enter the building or property, on the subscriber's side of the Company's protector, or its equivalent.

For multiple buildings constructed on continuous business property, such as shopping centers, condominiums, industrial parks, and campuses, the Telephone Company may establish a single Demarcation Point or may designate one of the existing terminating connections on a property as a main Demarcation Point. Where feasible, one or more alternate Demarcation Points may be placed or reinforced by the Company at the request of the business customer or property owner. Charges will be applied to cover additional costs of placing or reinforcing alternate Demarcation Points. The property owner or customer is responsible for service on the customer side of the Demarcation Point.

DIGITAL - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

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SECTION 1 – DEFINITIONS, Continued

DIRECT CONNECTION - Connection of terminal equipment to the telephone network by means other than acoustic or inductive coupling.

DIRECT INWARD DIAL (“DID”) - A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL (“DOD”) - A service attribute that allows individual station users to access and dial outside numbers directly.

DIRECTORY LISTING - A publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

DISCONNECT OR DISCONNECTION - The termination of a circuit connection between the Originating Station and the Called Station or the operator service provider.

EMERGENCY SERVICE NUMBER (“ESN”) - A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

E911 CUSTOMER - A municipality, other state or local governmental unit or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibilities by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

END USER - Any customer of telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

EXCHANGE - An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE - A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE - The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

EXTENDED AREA SERVICE - Interexchange telephone service furnished at flat rate between one or more exchange areas.

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FLAT RATE SERVICE - The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

INITIAL SERVICE PERIOD - The minimum length of time for which a customer is obligated to pay for service, facilities, and equipment, whether or not retained by the customer for such minimum length of time.

INTERCONNECTION - The method by which telecommunications facilities of the Company are arranged to transmit to, or receive information from, Customer-provided equipment.

INTERRUPTION - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

ISDN/PRI BUSINESS SERVICE – An ISDN Primary Rate Interface Business Service connection operating at 1.544 MBPS that is time division multiplexed in 23B channels and one D channel. The B channels carry individual voice-grade telephonic communications, each of which can be used to place or received one call at a time, while the D channel handles signaling information.

JOINT USER SERVICE - An arrangement whereby an individual, firm or corporation whose telephone needs are not such as to justify the provision of separate customer service is permitted to use the service of a customer.

LATA - Local Access and Transport Area. The area within which the Company provides local and long distance (“intraLATA”) service. For call to numbers outside this area (“interLATA”) service is provided by long distance companies.

LINE CONSTRUCTION CHARGES - The charges applied for additions to existing central office line facilities outside a Base Rate Area to provide service to business or residence customers.

LOCAL CHANNEL - Applies to that portion of a channel which connects a station to an interexchanging channel. A channel connecting two or more stations within an exchange area.

LOCAL EXCHANGE CARRIER - A company which furnishes exchange telecommunications service.

LOCAL EXCHANGE SERVICE - Telephone communication within Exchange Areas in accordance with the provision of Company’s Tariffs.

LOCAL MESSAGE - A completed communication between customer's stations located within the same Exchange Area.

LOCAL SERVICE AREA - The area within which telephone service is furnished under a specific schedule of rates without the application of specific charges for each message.

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MAINTENANCE VISIT CHARGE - A charge applied when a service difficulty or trouble report results from customer provided equipment and/or inside wiring and not from the telephone company's facilities.

MARKET EXPANSION LINE (MEL) - A service that allows a customer to obtain a telephone number which, when called, will automatically forward the call to another telephone number (any local or long distance telephone number, except a payphone). The originating telephone number identification is not provided to the MEL customer.

MESSAGE RATE SERVICE - A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MILEAGE - The measurement upon which charges are computed for extension, tie, private lines and for lines serving exchange stations located outside the base rate area or outside the central office area of the connecting central office.

MINIMUM CONTRACT PERIOD – see “Initial Service Period”

MONTHLY RECURRING CHARGE - A regular charge applied on a monthly basis for the services applied for under this Price List.

NETWORK - The Company's facilities, equipment, and services provided under this tariff.

NON-RECURRING CHARGE - A one-time charge associated with certain installations, change or transfer of services, either in lieu of or in addition to monthly recurring charges.

PLAN E, INTEGRATED DYNAMIC ACCESS – DS1 delivered service utilizing a single DS1 for delivery of voice and Internet services. The voice service and data transmission share the available bandwidth of 1.228 Mbps using the entire available bandwidth when voice lines are idle. Voice service takes precedence over data and, as voice transmission is required, Internet bandwidth is reduced to accommodate the voice transmission. Plan E services is delivered via T1, ISDN PRI or analog lines.

PREMISES - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

SAME PREMISES - All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SERVICE(S) - All telecommunications services and other services related thereto provided by the Company to Customers or End Users.

STATION - Each telephone on a line where no telephone associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

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SUSPENSION - Interruption of services for any number of reasons, including, but not limited to nonpayment

T-1 or DS1 BUSINESS SERVICE – Service provided to business customer. The connection operates at 1.544 MBPS that is time division multiplexed in 24 individual voice-grade telephonic communications channels, each of which can be used to place or received one call at a time.

TELEPHONE COMPANY - See Carrier

TERMINATION CHARGE - A charge applied under certain conditions, when a contract for service is terminated by the customer before the expiration of the minimum contract period.

TOLL CALL - Any call extending beyond the local exchange of the originating caller, which is rated on a toll schedule by the Company.

TOLL FREE SERVICE - A bulk-billed service, which provides a customer, a monthly flat rated message service for incoming station-to-station calling from telephones within a preset calling area. This service is offered without charge to the dialing party.

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

TRUNK LINE - A circuit over which a customer's messages are sent between two central offices or between a central office and a private branch exchange system.

USER - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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SECTION 2 - REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of New York.

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

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

Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariff of such other communications carriers.

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

The services of the Company are furnished for the transmission of voice communications but may also be used for direct transmission and reception of voice, data, and other types of communications, subject to the transmission capabilities of the technologies or combination of technologies available.

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SECTION 2 – REGULATIONS, Continued

2.2. SHORTAGE OF EQUIPMENT OR FACILITIES

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

Provision of the Company's services is dependent upon the availability of suitable facilities for services. The facilities used to provide a particular service are chosen by the Company and are not represented to be suitable for any one service. Services will be provided using the Company's fiber optic and other facilities as well as facilities the Company may obtain from other carriers. The Company reserves the right to change underlying facilities, at the Company's sole option, provided there is no degradation to the services.

2.3. SELECTION OF TRANSMISSION

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

2.4. NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

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

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SECTION 2 – REGULATIONS, Continued

2.5. PROVISION OF EQUIPMENT AND FACILITIES

The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.6 TERMS AND CONDITIONS

Service is provided on the basis of a minimum term of at least one month, 24- hours per day. For purposes of this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

This tariff shall be interpreted and governed by the laws of the State of New York.

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SECTION 2 – REGULATIONS, Continued

2.7. NON-ROUTINE INSTALLATION AND SPECIAL CONSTRUCTION

2.7.1 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 cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

2.7.2. Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction may include that construction undertaken:

- (a) where facilities are not presently available;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its service
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the impact on the Company's other Customers and contractual responsibilities.

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2.7.3. Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis for services which vary from tariffed arrangements in response to a bonafide request from a customer or prospective customer. Rates quoted in response to such requests may be different than those specified for the tariffed service in the Rates section. ICB rates will be offered to customers in writing. ICB arrangements and rates provided to a customer will be made available to similarly situated customers.

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2.8. OWNERSHIP OF FACILITIES

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.9. GOVERNMENT AUTHORIZATION

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

2.10. RIGHTS-OF-WAY

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

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SECTION 2 – REGULATIONS, Continued

2.11. LIABILITY OF THE COMPANY

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to extension of allowances as set forth in the section of this tariff on Allowances for Interruptions in Service. The extension of such allowances for the interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local agency, commission, bureau, corporation, or other instrumentality of any one or 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, lockout, work stoppages, or other labor difficulties.

The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

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SECTION 2 – REGULATIONS, Continued

2.11. LIABILITY OF THE COMPANY, Continued

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

- (a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- (b) any damages or losses due to the fault or negligence of the Customer or due to the failure of malfunction of Customer-provided equipment or facilities.

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 holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.

The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, expense, damage or liability arising from Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright, patent, trade secret, or proprietary or intellectual property right of any third party arising from any act or omission by the Customer, including without limitation, the Customer's own communications or use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company.

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SECTION 2 – REGULATIONS, Continued

2.11. **LIABILITY OF THE COMPANY**, Continued

The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered. With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:

- (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or
- (b) the sum of \$1,000.00.

In the event parties other than Customer, including but not limited to joint users and the Customer's Customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

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

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SECTION 2 – REGULATIONS, Continued

2.12. INDEMNIFICATION

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses; for:

- (a) any loss, destruction or damage to property of the Customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company.

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SECTION 2 – REGULATIONS, Continued

2.13. ALLOWANCES FOR INTERRUPTIONS IN SERVICE

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.13.1 Credit for Service Interruptions

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative.

If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.

A credit allowance is applied on a pro-rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by Customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

For calculating credit allowances, every month is considered to have 30 days. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any applicable monthly rates.

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SECTION 2 – REGULATIONS, Continued

2.13. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

2.13.2. 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 or joint user.
- (b) 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;
- (c) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (d) interruptions of service during a 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
- (e) interruption of service due to circumstances or causes beyond the control of Company.

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SECTION 2 – REGULATIONS, Continued

2.14. OBLIGATIONS OF THE CUSTOMER

The obligations of the Customer shall include the following:

- (a) The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer.
- (b) The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises
- (c) If required by the Company, the Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of the Company's facilities from the building entrance or property line to the location of the Company's equipment space on the Customer's premises. The Customer may be required to bear any costs associated with obtaining and maintaining the rights-of-way described herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the Company's facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.

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SECTION 2 – REGULATIONS, Continued

2.14. OBLIGATIONS OF THE CUSTOMER, Continued

- (d) The Customer shall grant or obtain permission for the Company's employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting the Customer-provided equipment which is connected to the Company's facilities.
- (e) The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to the Company's equipment and facilities, and for ensuring compatibility with the Company's equipment and facilities. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification Leaf for each item of the Customer-provided equipment that is or is proposed to be attached to the Company's facilities. The Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer- provided equipment.
- (f) The Customer warrants that the services pursuant to this tariff are intrastate in nature.
- (g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

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SECTION 2 – REGULATIONS, Continued

2.15. USE OF SERVICE

2.15.1. Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.15.2. Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- (a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

2.15.3. Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service including but not limited to:

- (a) Rearranging, tampering with, or making connections not authorized by this tariff to any network components used to furnish service; or
- (b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

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SECTION 2 – REGULATIONS, Continued

2.16. CUSTOMER EQUIPMENT AND CHANNELS

2.16.1. General

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

2.16.2. Interconnection of Facilities

- (a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (b) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (c) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

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2.16. CUSTOMER EQUIPMENT AND CHANNELS, Continued

2.16.3. Inspections

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

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SECTION 2 – REGULATIONS, Continued

2.17. PAYMENTS

Obligations of the Customer with regard to payments shall include:

- (a) The Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within thirty (30) days after the date of the invoice are considered delinquent and are subject to Late Payment Charges pursuant to section 2.17.1 of this tariff.

The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer.

- (b) If required by the Company, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, which may be in addition to a deposit, if the Company considers this action necessary to safeguard its interests.
- (c) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.
- (d) A \$25.00 service charge shall be imposed for any payment for which a draft is returned for insufficient funds.
- (e) Any Customer who has been under billed for services rendered will be notified by the Company upon the discovery of the under billing. Notification will include the reason(s) that the under billing occurred. The Customer is responsible for payment of unbilled charges for services rendered up to and including twenty four (24) months prior to the issuance of the notification to the Customer.

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SECTION 2 – REGULATIONS, Continued

2.17. PAYMENTS, Continued

2.17.1. Late Payment Charge

A Late Payment Charge of 1.50 percent (1 1/2%) will apply to each Customer bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current month's bill. The amount of the late payment penalty shall be indicated on the Customer's bill.

2.17.2. Disputed Bills

Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and provide written notice to the Company that such unpaid amount is in dispute within ninety (90) days of receipt of the bill. If such written notice is not received by the Company within ninety (90) days as indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer.

- (a) In the event a Customer and the Company cannot resolve the dispute to their mutual satisfaction, the Customer may contact the Public Service Commission of New York in accordance with the Commission's rules of procedure.
- (b) Once the investigation is completed the Customer shall submit payment of any outstanding amounts deemed due, to the Company, within five (5) working days.

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2.18. DEPOSITS

- (a) If the Customer cannot establish a satisfactory credit standing with the Company, the Customer shall make a deposit before a service is furnished or continued. Such deposit shall be held as a guarantee for the payment of charges. The Company may require such a deposit, which may be in addition to an advance payment, if the Company considers this action necessary to safeguard its interests. The deposit shall not exceed two- twelfths (2/12) of estimated annual billings. At any time, at its option, or after twelve (12) months of service if the Customer has not been delinquent in the payment of the Company bills, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit will be applied to the Customer's account and any credit balance remaining will be refunded.
- (b) Simple interest at the rate specified by the Commission shall be credited or paid to the Customer while the Company holds the deposit.
- (c) Upon termination of service, the Company shall return to the Customer the amount then on deposit plus accrued interest, less any amounts due to the Company by the Customer for service rendered on the account for which the deposit was collected.
- (d) Any deposit, plus accrued interest, may be applied to the Customer's account following completion of twelve months' satisfactory payment. The credit will be applied against service in the 13th and, if appropriate, subsequent months once satisfactory credit is established. Upon the Customer's request, the refund shall be made in the form of a check issued and mailed to the subscriber.

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SECTION 2 – REGULATIONS, Continued

2.19. GROUND FOR REFUSAL OF SERVICE

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

- (a) The applicant has an outstanding amount due for similar utility services and the applicant is unwilling to make acceptable arrangements with the utility for payment.
- (b) A condition exists which in the utility's judgment is unsafe or hazardous to the applicant, the general population, or the utility's personnel, agents or facilities.
- (c) Refusal by the applicant to provide the utility with a deposit when the customer has failed to meet the credit criteria for waiver of deposit requirements.
- (d) The Customer is known to be in violation of the utility's tariffs filed with the Commission.
- (e) Failure of the Customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Customer and which have been specified by the utility as a condition for providing service.
- (f) The Applicant falsifies his/her identity for the purpose of obtaining service.

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SECTION 2 – REGULATIONS, Continued

2.20. DISCONTINUANCE OF SERVICE

2.20.1. With Written Notice to the Customer

The Company may, upon reasonable written notice to the Customer, discontinue services for any of the following reasons:

- (a) for nonpayment of any amounts owing to the Company;
- (b) the premises have been vacated by the Customer;
- (c) for tampering with the Company's property;
- (d) for violation of rules, service agreements, or filed tariffs;
- (e) for use of Customer equipment which adversely affects the Company's property, facilities, or service to its other Customers, or 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; or
- (f) for any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service; or
- (g) for fraudulent obtaining or use of service, including, but not limited to:
 - (1) providing false information to carrier the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;

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SECTION 2 – REGULATIONS, Continued

2.20. DISCONTINUANCE OF SERVICE, Continued

2.20.1.(g), Continued

- (2) using or attempting to use service by rearranging, tampering with, or making connection to the Company's service where not authorized by this tariff;
- (3) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- (4) any other fraudulent means or device.

Whenever a fraudulent obtaining or use of a service is detected, the Company may discontinue service without notice, provided, however, that if the Customer makes immediate payment for the estimated amount due for the service that had been fraudulently obtained, and for all costs resulting from such fraudulent use, the Company may choose to continue such service, subject to any applicable deposit requirements.

2.20.2. Without Written Notice to the Customer

The Company may deny or discontinue the furnishing of any and/or all service(s) to a Customer immediately and without prior notice to the Customer and without the Customer's permission for one or more of the following reasons:

- (a) **Dangerous Condition.** A condition immediately dangerous or hazardous to the life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.

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SECTION 2 – REGULATIONS, Continued

2.20. DISCONTINUANCE OF SERVICE, Continued

2.20.2. Without Written Notice to the Customer, Continued

- (b) Ordered to Terminate Service. The Company is ordered to terminate service by any court, the Public Service Commission of New York, or any other duly authorized public authority.
- (c) Services Obtained Illegally. The services(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company.
- (d) Customer Unable to be Contacted. The Company has tried diligently to provide reasonable notice to the Customer, but has been unsuccessful in its attempt to contact the Customer.
- (e) Misrepresentation of Identity. The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and either does not have or has an inadequate security deposit on file with the Company and has an outstanding bill exceeding one hundred dollars (\$100).

2.20.3. Upon Customer Request

The Company will, upon Customer request, discontinue or suspend services due to the Customer's:

- (a) insolvency;
- (b) assignment for the benefit of creditors;
- (c) filing for bankruptcy or reorganization; or
- (d) failure to discharge an involuntary petition in bankruptcy within the time permitted by law.

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2.21. CANCELLATION OF SERVICE

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order.

2.22. TERMINATION OF SERVICE

- (a) If upon expiry of the initial term the Service Order has not been renewed, the Service Term will automatically renew for one (1) year periods (collectively, the “**Service Term**”) until the Services are terminated by either Party upon at least sixty (60) days written notice prior to the end of the Service Term.
- (b) Prior to the expiration of the initial contract period, service may be terminated upon 30 days advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered.
- (c) The Customer is liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining contract term.
- (d) The Customer may terminate service prior to the expiration of the term without liability if the Customer orders new service through the Company with a length and a minimum monthly billing commitment exceeding the original agreement. The former service will terminate on the start date of the new service.

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2.23. CHANGES IN EQUIPMENT AND SERVICES

The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially decrease the technical parameters of the services provided pursuant to the Customer's service order.

The Customer shall not cause or allow any facility or equipment of the Company to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

Upon receipt of a written request from the Customer, the Company will, to the extent technically feasible, add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to termination charges.

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SECTION 2 – REGULATIONS, Continued

2.24. RESTORATION OF SERVICE

A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.20 of this tariff. The Company reserves the right to impose additional advance payment and/or deposit requirements on such Customers prior to restoral of service, and to refuse to restore service until all amounts due have been paid.

Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

2.25. ASSIGNMENT

The Company may, without obtaining any consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. The Company reserves the right to terminate service if the Customer makes any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company. Any lawful successor to the Customer, or any other entity which accepts Company's service shall be obligated to pay to Company any amounts due.

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2.26. LICENSE, AGENCY OR PARTNERSHIP

No license, expressed or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the 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, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

2.27. PROPRIETARY INFORMATION

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.28. PROMOTIONS

The Company reserves the right, from time to time, to provide promotional offerings. These offerings may include the waiver of non-recurring charges, such as installation charges, and the discounting of the monthly charge for a service, by not more than 15%, over a period of time not to exceed six (6) months.

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2.29. AUTOMATIC NUMBER IDENTIFICATION

A telephone corporation may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- (a) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, or for performing a service directly related to the telephone subscriber's original call or transaction.
- (b) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- (c) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- (d) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- (e) Telephone corporations must make reasonable efforts to adopt and apply procedures designated to provide reasonable safeguards against the aforementioned abuses of ANI.

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SECTION 3 – LONG DISTANCE SERVICES

3.1 GENERAL SERVICE DESCRIPTION

Long Distance Services are a general offering of voice and data telecommunications capabilities and may be customized to meet specific customer requirements. Service can be designed by the Company based on customer-specific information, e.g., calling patterns and traffic volumes, jointly developed by Company and the Customer. Consistent with the customer-specific information and objectives, the Company retains the right to use either switched or dedicated facilities to provide service. Long Distance Services may be available for multi-year service periods and may be subject to a minimum monthly charge. Rates for service may be stabilized and can be distance-sensitive or postalized, sensitive to time-of-day, or otherwise developed to suit the Customer's needs as may be specified in each service option. Long Distance Services will support customer-specific seven and ten digit dialing plans.

3.2 DESCRIPTION OF RATES AND CHARGES

3.2.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on a customer-specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat- rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

- (a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.
- (b) Recurring Charges: Recurring Charges are usage-sensitive and are billed in arrears.

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3.2.2 Mileage Measurement

When applicable to a specific service, mileage is the distance in airline miles between locations. The following mileage measurements apply: the distance between the rate center of the originating station and the rate center of the terminating station.

3.2.3 Single Rate Period/Distance Sensitive

When calls are rated on a distance sensitive basis, the rate in effect at the calling station at the time the connection is established applies to the entire call.

3.2.4 Multiple Rate Period/Distance Sensitive

For calls that are rated on a rate period/distance sensitive basis, when a call is established in one rate period and ends in another rate period, the rate in effect at the calling station for each rate period applies to the portion of the call occurring within that rate period. Where specified in this price list, the rates used shall be those in effect at the station to which the call is billed rather than the calling station. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

3.2.5 Minimum Charge

Should a Minimum Charge apply to a service option, it shall be as specified in the applicable rate section of this price list.

3.2.6 Installation Charge

Should a nonrecurring Installation Charge apply to a service option, it shall be as specified in the applicable rate section of this price list.

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3.2.7 Changes to Service

As specified for each service option, service components may be added to or deleted from a service. A nonrecurring Installation Charge will apply to additions, and recurring charges will be adjusted, as necessary, to reflect all changes to service.

3.2.8 Rate Changes

The Company expressly reserves the right to initiate price list revisions seeking to change the applicable rates under which the Customer has obtained service during any specified service period greater than any minimum service period provided under this price list, unless otherwise agreed upon between the Company and the Customer.

3.2.9 Changes to Terms and Conditions

During any specified service period other than any minimum service period specified in this price list, the Company expressly reserves the right to initiate changes in the terms and conditions under which service is provided, unless otherwise agreed upon between the Company and the Customer. If the Company initiates such price list revisions without the Customer's agreement, the Customer may discontinue service without liability. If elected, this provision must be exercised by the Customer in writing within 30 days following the date of the Company's filing. Any changes in the terms and conditions under which service is provided will be filed in this price list.

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3.3 SPECIAL ACCESS SURCHARGES

The Customer agrees to pay to the Company the amount of any monthly Special Access Surcharge which a Local Exchange Carrier may collect from or which the Company's underlying carrier(s) may impose on the Company for any services or facilities used to provide service.

3.4 GROSS RECEIPTS TAX

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on intrastate receipts are imposed by certain taxing jurisdictions upon the Company, its underlying carrier(s) or upon Local Exchange Companies and passed on to the Company through or with intrastate access charges, the amounts of such taxes or fees will be billed to customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the communications services provided to and billed to a Customer's service location equal to the amount of the tax or fee imposed upon or passed on to the Company.

3.5 OTHER TAXES AND SURCHARGES

The customer will be billed for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

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3.6 RATE DETERMINATION

The rate for a long distance call which is charged on a per call basis may be determined by: (a) The locations of the originating (calling) station and the terminating (called) station; (b) The time of day and the day of the week; and

(c) The class of service applicable to the call.

The specific factors which apply to a given call and their application are listed in the rate section applicable to that type of call.

3.6.1 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate, or international.

3.7 SERVICE OFFERINGS

3.7.1 Directory Assistance Service

Directory Assistance Service provides telephone number information to the requesting customer. Nonpublished telephone number information is not provided with Directory Assistance.

3.7.2 Description of Long Distance (LD) Interexchange Service

LD Interexchange Service allows Customers to place calls from Customer location to locations outside the Customer's local calling area. Customers may also receive calls that originate from other locations worldwide.

A. **LD Interexchange "One Plus" Service** is offered whereby long distance calls originate over local exchange lines. On-net calls originate on Company's lines. Off-net calls originate on another provider's lines. Call termination may be completed through 3rd party suppliers.

B. **LD Interexchange 8XX Toll Free Service** is an inward calling service. With Toll Free Service, the customer (not the call originator) is billed for the call. On-net 8xx calls terminate to the Company's lines. Off-net 8xx calls terminate to another provider's lines. Toll free calls originated at a pay phone terminal will incur a per call surcharge. Monthly recurring charges apply for each Toll Free Number assignment.

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3.8 RATES AND CHARGES

3.8.1 Integra Switched “One Plus” Service Rates Per Minute – All Times

Interstate and Intrastate Off-Net One Plus \$0.11 per minute

- Billed as 30 seconds initial increment and 6 seconds each additional increment

Interstate and Intrastate On-Net One Plus \$0.06 per minute

- Billed as 30 seconds initial increment and 6 seconds each additional increment

3.8.2 8xx Toll Free Service

1. Customers subscribed to Integra local & long distance services –
\$8.00 per month, per Toll Free Number
\$5.00 non-recurring charge per Toll Free Number
2. Customer subscribed to Integra long distance services only –
\$8.00 per month, per Toll Free Number
\$5.00 non-recurring charge per Toll Free Number
Other charges may apply (see Domestic Interstate-International Price List)

Interstate and Intrastate Off-Net 8xx Toll Free \$0.09 per minute

- Billed as 30 seconds initial increment and 6 seconds each additional increment

Interstate and Intrastate On-Net 8xx Toll Free \$0.09 per minute

- Billed as 30 seconds initial increment and 6 seconds each additional increment

3.8.3 Payphone Charges

Toll Free calls placed from a payphone will be assessed a charge of \$0.95 in addition to the per-minute charge as identified above.

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3.8 RATES AND CHARGES, continued

3.8.4 ValuePlanPlus Long Distance Packages

These packaged long distance minutes are available to Customers that purchase local voice services and apply to all local lines at the Customer's physical location. Value Plans are billed once per billing hierarchy.

Package / Minutes Included	Non Recurring Charge	Monthly Recurring Flat-Rate Charge	Overage Rate Per Minute
ValuePlanPlus 2000	\$250	\$19.95	\$0.035
ValuePlanPlus 3500	\$250	\$34.95	\$0.035
ValuePlanPlus 5000	\$250	\$49.95	\$0.035
ValuePlanPlus 7500	\$250	\$74.95	\$0.035
ValuePlanPlus 10000	\$250	\$89.95	\$0.035
ValuePlanPlus 15000	\$250	\$149.95	\$0.035
ValuePlanPlus 20000	\$250	\$199.95	\$0.035
ValuePlanPlus 25000	\$250	\$249.95	\$0.030
ValuePlanPlus 30000	\$250	\$299.95	\$0.030
ValuePlanPlus 40000	\$250	\$399.95	\$0.025
ValuePlanPlus 50000	\$250	\$499.95	\$0.025
ValuePlanPlus 80000	\$250	\$799.95	\$0.020
ValuePlanPlus 100000	ICB	ICB	\$0.020
ValuePlanPlus 150000	ICB	ICB	\$0.020
ValuePlanPlus 200000	ICB	ICB	\$0.020

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3.8 RATES AND CHARGES, continued

3.8.5 Long Distance and Feature Packages

	MRC	NRC
1. LD and Feature Package 2000	\$19.95	\$0.00
2000 Minutes LD (\$0.035/min overage) Feature Package Plus Up to 50 DIDs		
2. LD and Feature Package 5000	\$49.95	\$0.00
5000 Minutes LD (\$0.035/min overage) Feature Package Plus Up to 100 DIDs		
3. LD and Feature Package 10,000	\$89.95	\$0.00
10,000 Minutes LD (\$0.035/min overage) Feature Package Plus Up to 200 DIDs		

3.8.6 Directory Assistance

Directory Assistance is \$2.50 per call for both local and intra/inter-state service, and includes call completion.

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3.8 RATES AND CHARGES, continued

3.8.7 Miscellaneous Toll Free Services and Features

DESCRIPTION	MONTHLY RECURRING CHARGE	NON- RECURRING CHARGE
Call Area Selection	\$35.00	\$50.00
Call Blocking Pay Phone	\$0.00	\$0.00
Custom Number Selection	\$0.00	\$250.00
Day of Week Routing	\$35.00	\$75.00
Day of Year Routing	\$35.00	\$75.00
Directory Listing 800	\$15.00	\$0.00
Geographic Routing	\$35.00	\$50.00
Percent Allocation Routing	\$35.00	\$50.00
Time of Day Routing	\$35.00	\$75.00
Toll Free Basic Service		
On-Net	\$8.00	\$5.00
Off-Net	\$8.00	\$5.00
International	\$75.00	\$0.00
Toll Free NPA/NXX Block	\$0.00	75.00
Payphone Origination Surcharge per call:	\$0.95	

3.8.8 Additional Service Features Rates

DESCRIPTION	MONTHLY RECURRING MINUTE	NON-RECURRING CHARGE (INSTALL)
Account Codes Forced	\$12.95	\$12.00
Account Codes Optional	\$12.95	\$12.00
Authorization Codes - Each Additional 15	\$5.00	\$5.00
Authorization Codes - Up to 20	\$15.00	\$20.00
Preferred Carrier Change Charge		
Per InterLATA Change Request		\$10.00