

NOS COMMUNICATIONS, INC.

d/b/a 011 Communications

d/b/a International Plus

d/b/a The Internet Business Association

d/b/a Ivantage Network Solutions

d/b/a Blueridge Telecom Systems

Effective Date: September 23, 2017

New York P.S.C. No. 3 –Local Exchange

Leaf 1

Revision: 0

Superseding Revision:

**THIS TARIFF, NEW YORK P.S.C. NO. 3, SUPERCEDES AND REPLACES
IN ITS ENTIRETY NOS COMMUNICATIONS, INC. TARIFF NO. 6**

This Tariff contains the regulations and schedule of intrastate charges applicable to the provision of services and facilities for resold and facilities-based local exchange telecommunications services in New York. This Tariff is on file with the New York Public Service Commission. Copies may be inspected during normal business hours at the Company's principle place of business at 250 Pilot Road, Suite 300, Las Vegas, NV 89119.

NOS COMMUNICATIONS, INC.
d/b/a 011 Communications
d/b/a International Plus
d/b/a The Internet Business Association
d/b/a Ivantage Network Solutions
d/b/a Blueridge Telecom Systems

New York P.S.C. No. 3 –Local Exchange
Leaf 2
Revision: 1
Superseding Revision: 0

Effective Date: October 18, 2017

CHECK PAGE

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) Change in Regulations
- (D) Discontinued Rates or Regulations
- (E) Correction of an Error
- (I) Rate Increase
- (N) New Rate or Regulation
- (R/E) Rate Reduction
- (T) Change in Text Only

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Page Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check Page for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
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- D. Check Page** - When a tariff is filed with the Commission, an updated check Page accompanies the tariff filing. The check Page lists the tariff pages, with a cross reference to the current revision number. When new Pages are added, the check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Page if these are the only changes made. The tariff user should refer to the latest check Page to find out if a particular page is the most current on file with the Commission.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of local exchange telecommunications services by NOS Communications, Inc. d/b/a 011 Communications d/b/a International Plus d/b/a The Internet Business Association d/b/a Ivantage Network Solutions d/b/a Blueridge Telecom Systems ("NOS" or "Company") to Customers within the State of New York.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Authorized User – A person, firm or corporation which is authorized by the Customer or joint user to be connected to the Service of the Customer or joint user, respectively.

Automatic Numbering Identification – A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.

Business Day – The period of time from 10:00 a.m. to 4:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Busy Hour – The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

Call – A completed connection between the Calling and Called parties.

Calling Station – The telephone number from which a Call originates.

Called Station – The telephone number called.

Carrier – An entity, other than the Company, that provides telecommunications service.

Commission – New York State Public Service Commission.

Company – NOS Communications, Inc. d/b/a 011 Communications d/b/a International Plus d/b/a The Internet Business Association d/b/a Ivantage Network Solutions d/b/a Blueridge Telecom Systems, the issuer of this Tariff, and any concurring carrier, unless specifically stated otherwise.

Customer – A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Disconnect – To render inoperable or to disable circuitry thereby preventing outgoing and incoming telecommunications service.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.1 Definitions (Cont'd)

Exchange – The geographical area that has been established to administer and furnish communications in that area.

Exchange Service – Service that involves furnishing central office facilities to provide users with the ability to make calls within the local service calling area on a measured or unlimited use bases.

Foreign Exchange Service – Service that involves furnishing central office line facilities to provide users with the ability to make calls within the local calling area on a measured or unlimited use bases.

Incomplete – Any Call where voice transmission between the Calling and Called station is not established.

Interruption – The inability to complete calls due to equipment malfunctions or human errors. Interruptions shall not include, and no allowance shall be given for service difficulties such as slow dialtone, circuits, busy or other network and/or switching capacity shortages. Nor shall interruptions include the failure of service or facilities provided within this Tariff by the Company shall not 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, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

Holiday – For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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. 82-01102; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Measured Charge – A charge assessed on a per-minute basis in calculating a portion of the charges due for a completed interexchange or local call.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.1 Definitions (Cont'd)

Message – A completed telephone call by a Customer or User.

Message Toll Service – A service involving facilities for telecommunications between local calling service areas.

Non-Business Day – The period of time from 4:01 p.m. to 8:510 a.m., Monday through Friday, and all Saturday and Sunday, as measured by local time at the location from which the Call is originated.

Normal Business Hours – The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises – The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate – Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Recurring Charges – The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service – The Company's intrastate regulated telecommunications service.

Service Commencement Date – The first day following the date on which the Company notifies the Customer that the requested services 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 tariffs of the Company, in which case the Service Commencement date is the date of the Customer's acceptance. The Company and Customer may actually agree on a substitute Service Commencement Date.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.1 Definitions (Cont'd)

Service Order – The written request for network 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 herein and pursuant to the tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.

Shared – A facility of equipment system that can be used simultaneously by several customers.

State – State of New York, unless otherwise noted.

Telecommunications – The transmission of voice communications or subject to the transmission capabilities of the Service, the transmission of data, signaling, metering, or other similar communications.

Terminal Equipment – Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

User or End User – Customer or any authorized person or entity that utilizes the Company's services.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.2 Abbreviations

BLV – Busy Line Verification
CPE – Customer Premises Device
FCC – Federal Communications Commission
ILEC – Incumbent Local Exchange Carrier
IXC – Interexchange Carrier
PBX – Private Branch Exchange
PIC – Primary Interexchange Carrier
PICC – Primary Interexchange Carrier Charge
POP – Point of Presence
PSAP – Public Safety Answering Point
V&H – Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company provides facilities-based and resold local exchange telecommunications service to Customers for the direct transmission of voice, data and other types of telecommunications.
- 2.1.2 The Company is responsible for the services provided under this tariff and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other Carrier to the End User or to any carrier that purchases access to the Company network.
- 2.1.3 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.4 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 800-772-4667. Customers wishing to communicate with the Company in writing may send correspondence to: 4380 Boulder Highway, Las Vegas, Nevada 89121.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges. Additionally, the Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
 - 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, flood or other catastrophes, war, riots, national emergencies, government or military authorities, strikes, lock-outs, work stoppages or other labor difficulties, or causes beyond the Company's control;
 - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D Libel, slander or infringement of copyright or trademark arising directly or indirectly from content transmitted over facilities provided by the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

2.3.4 (Cont'd)

- 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company;
- 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer;
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof;
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K Any non-completed calls due to network busy conditions; and
- 2.3.4.L Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.5 The User shall reimburse the Company for all costs, expenses and fees, including reasonable attorney's fees, incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.3.7 With the exception of billing disputes, any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 With respect to the services provided pursuant to this tariff, the Company makes no representations or warranties, express or implied, either in fact or by operation of law, statutory or otherwise, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, except those expressly set forth in this tariff. The Company does not authorize anyone to make a warranty or representation of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service, in no event shall exceed an amount equivalent to the proportionate fixed monthly charge assessed on the Customer for the time period in which the service giving rise to the claim occurred.

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2.4 Responsibilities of the Customer

- 2.4.1 Customers may be required to enter into a written service order which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services and the terms and conditions in the tariffs of the Company. Customer also may be required to execute any other documents or provide information pertaining to past accounts for similar services as may be reasonably requested by the Company.
- 2.4.2 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.3 At the expiration of the initial term specified in each Service Order, or any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the service shall survive such termination.
- 2.4.4 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.5 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.

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2.4 Responsibilities of the Customer (Cont'd)

- 2.4.6 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.8 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.9 The Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees, including reasonable attorneys' fees, incurred by the Company in its defense against such actions.

2.5 Allowances for Interruptions in Service

2.5.1 General

- 2.5.1.A A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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2.5 Allowances for Interruptions in Service (Cont'd)

2.5.1 General (Cont'd)

- 2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.
- 2.5.1.D The Company will normally clear all trouble of an emergency nature at all hours, consistent with the needs of Customers and the personal safety of Company personnel.
- 2.5.1.E The Company normally will clear all other trouble calls not requiring unusual repair, such as cable failures, within 24 hours of the report received by the utility, excluding Sundays and holidays unless the Customer agrees to another arrangement.

2.5.2 Application of Credits for Interrupted Services

- 2.5.2.A At the Customer's request, a credit allowance will be given for a continuous interruption of service for a period of twenty-four (24) hours or more after being found or reported.
- 2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

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2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3 Limitations on Allowances

2.5.3.A No credit allowance will be made for any interruption of service:

- 2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
- 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;
- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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2.6 Termination of Service

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company written notice, except where cause must be provided pursuant to the Customer's contract or Service Order. If a Customer orders services requiring special equipment and/or facilities dedicated to the Customer's use and then cancels the order before the service begins, a charge will be made to the Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company.
- 2.6.2 Upon five (5) business days written notice to the Customer, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
- 2.6.2.A Failure of the Customer to pay a non-disputed delinquent account;
 - 2.6.2.B Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
 - 2.6.2.C Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
 - 2.6.2.D Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;
 - 2.6.2.E Customer violation of any regulation governing the service under this tariff, or a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
 - 2.6.2.F Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction;
 - 2.6.2.G Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service; or
 - 2.6.2.H Failure of the Customer to adhere to contractual obligations with the Company.

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2.6 Termination of Service (Cont'd)

2.6.3 The Company may terminate service *without notice* to the Customer for any of the following occurrences:

2.6.3.A Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;

2.6.3.B Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;

2.6.3.C The existence of a condition on the Customer's premises determined by the Company to be hazardous;

2.6.3.D Customer tampering with the Company's equipment or service;

2.6.3.E Customer's unauthorized or illegal use of the Company's service or equipment.

2.6.4 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.

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2.7 Payment of Charges

- 2.7.1 The Customer is responsible for payment of all charges for service furnished by the Company to the Customer and Users, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
- 2.7.2 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length, and payment is due upon receipt. Payment will be considered timely if paid within twenty (20) days of the billing date. After twenty (20) days, payment will be considered late.
- 2.7.3 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- 2.7.4 Customers must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter.
- 2.7.5 In the event of a dispute concerning a bill, Customers must pay a sum equal to the amount of the undisputed portion of the bill and proceed with the complaint procedures set forth in this tariff.

2.8 Deposits

The Company will not require deposits from Customers.

2.9 Advance Payments

The Company will not require advance payments from Customers.

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2.10 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company within thirty (30) days of the billing date, either verbally or in writing. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.10.1 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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2.11 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes, fees and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporation. All such taxes, fees and charges shall be billed separately as separate items and are not included in the quoted rates for local exchange service.

2.12 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

2.13 Temporary Promotional Programs

The Company may establish temporary promotional programs under which it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a Service not previously received by the Customers. The specific terms of each promotional program shall be filed with the Commission within 30 days of its effective date.

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2.14 Application of Rates

2.14.1 Introduction

The regulations set forth in this Section govern the application of rates for services contained in Section 4 of the tariffs of the Company.

2.14.2 Rates Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- a. Unless otherwise specified, calls are timed in one minute increments. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- b. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- c. Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

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2.14 Application of Rates (Cont'd)

2.14.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- a. Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- b. The airline distance between any two Rate Centers is determined as follows:
 - 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
 - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - 3) Square each difference obtained in step (2) above.
 - 4) Add the square of the "V" difference and the square of the difference obtained in step (3) above.
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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2.14 Application of Rates (Cont'd)

2.14.4 Flexible Pricing

2.14.4.A General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to customers and the Public Service Commission.

2.14.4.B Conditions

2.14.4.B.1 The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.

2.14.4.B.2 Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

2.14.4.B.3 A rate shall not be changed unless it has been in effect for at least thirty (30) days.

2.14.4.B.4 A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference for the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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2.15 Timing of Calls

- 2.15.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.
- 2.15.2 No charges apply if a Call is not completed.
- 2.15.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum Call duration is one (1) minute for a connected Call.
- 2.15.4 Where applicable, charges will be rounded up to the nearest penny.
- 2.15.5 Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes software answer supervision, which permits up to sixty (60) seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds sixty (60) seconds shall be presumed to have been answered and becomes billed usage.
- 2.15.6 The Company will not knowingly charge for Incomplete or unanswered Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any Incomplete or unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.16 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation, or another date mutually agreed-upon by the Customer and the Company.

2.17 Minimum Call Completion Rate

The Customer may expect a Call completion rate of at least ninety-percent (90%) of dialed, local interoffice calls attempted during peak use periods or the busy hour.

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Telecommunications Service Priority****2.18.1 General**

- a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States. TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook for The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.
- b. The TSP program has two components, restoration and provisioning.
 1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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2.18 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.18.2 TSP Request Process – Restoration

- a. To request a TSP restoration priority assignment, a prospective TSP user must:
 1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - a) National Security Leadership
 - b) National Security Posture and U.S. Population Attack Warning
 - c) Public Health, Safety, and Maintenance of Law and Order
 - d) Public Welfare and Maintenance of National Economic Posture
 2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
 3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>). For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
 4. Submit the SF 315 to the OPT.
 5. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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2.18 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.18.2 TSP Request Process – Restoration (Cont'd)

- b. To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.13.2.a. above for restoration priority assignment except for the following differences. The user should:
 - 1. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.13.2.a.1. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- c. Verify that the Company cannot meet the service due date without a TSP assignment.
- d. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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**2.18 Emergency/ Crisis/ Disaster Restoration and Provisioning -
Telecommunications Service Priority (Cont'd)**

2.18.4 Responsibilities of the Company

The Company will perform the following:

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.18 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.18.5 Preemption

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

2.19 Critical Facilities Administration

2.19.1. Program Overview

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

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Revision: 0
Superseding Revision:

Effective Date: October 18, 2017

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Critical Facilities Administration (Cont'd)

2.19.2. Customer Obligations

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

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

2.19.3. Carrier Obligations

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

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

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General Service Information

The Company offers local exchange telecommunications services to Customers throughout the State of New York. The following Company Services for business and residential Customer and for carriers certificated by the Commission are covered in this Section:

Local Exchange Services	Busy Line Verification and Interrupt Service
--Standard Access Line	Call Blocking Features
--Local Residential Line	Calling Card Services
--Local Business Line	Touch Dial Calling
--Extended and Expanded Area Calling Services	Directory Assistance/Directory Assistance
--Private Branch Exchange	Call Completion
--Direct Inward Dialing Service	Directory Listings
--Centrex Services	Local Number Portability
--Hunting Service	Personalized Telephone Number
--Foreign Exchange Service	Custom Calling Features
Local Calling Plans	Maintenance and Installation Charges
Channel Services	Maintenance Visit
Operator Services	Installation/Non-Routine Installation
Message Telecommunications Services/Toll Services	Order Change
911 Emergency Services	Reconnection
Miscellaneous Local Features	Promotional Service Offerings
	Local Exchange Service Offerings

3.1.1 Customer Calling Plans

- 3.1.1.A NOS Local Customers in service after September 30, 2002 shall receive services pursuant to Rate Plan A as set forth in Section 4, *infra*.
- 3.1.1.B NOS Local Customers in service on or before September 30, 2002, whose services are not part of an unexpired term plan or usage rate guarantee shall receive services pursuant to Rate Plan B in Section 4, *infra*.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.2 Local Exchange Services

3.2.1 Standard Access Line

The Standard Residential or Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. A multi-line subscriber is a Business customer with more than one Line provided by Company. Standard Access Lines enable the customer to:

- (a) place or receive calls to any station in the local calling area, as defined herein;
- (b) access enhanced 911 Emergency Service where available;
- (c) access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- (d) access Operator Services;
- (e) access Directory Assistance;
- (f) place or receive calls to 800 numbers;
- (g) access Telecommunications Relay Service (Section 8.4).

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The Company's service will automatically block originating calls to other telephone companies' caller-paid information services (e.g., 900, 976) at no charge. Calls to those numbers and other numbers used for caller-paid information services will be unblocked on a per directory number basis only. Subsequent blocking of 900-type numbers will incur a charge listed in Section 4.

3.2.1.A Off Premise Extension

Extension service is an extension of lines at locations in addition to the location of the main line. Extension service is connected to an individual, auxiliary two party or four party line for the same subscriber and with the same telephone number.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.2 Local Exchange Services (Cont'd)

3.2.2 Local Calling Services

3.2.2.A Local Residential Line Service

Local Residential Line Service provides Residential Customers with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area. Service is provided on a flat or measured use basis and may be provided in conjunction with other services and products included in this Section.

3.2.2.B Local Business Line Service

Local Business Line Service provides a Business Customer with the ability to originate calls from Company-provided access lines to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area. Service is provided on a flat or measured use basis and may be provided in conjunction with other services and products included in this Section.

3.2.2.C Extended and Expanded Area Calling Services

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling area without paying intraLATA toll rates. The Customer is billed per call according to the duration of the call. Company will mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.2 Local Exchange Services (Cont'd)

3.2.2 Local Calling Services (Cont'd)

3.2.2.D Private Branch Exchange (PBX)

The Company's PBX Service uses PBX trunks to connect a customer PBX system or other similar equipment to the Company Central Office. Company treats these trunks similar to individual exchange lines and supports multi-line hunting over a group of trunks.

3.2.2.E Direct Inward Dialing Service

Direct Inward Dialing ("DID") Service is an optional feature provided in conjunction with Company-provided PBX Trunks. DID Service permits incoming calls from the exchange network to reach a specific station line without the assistance of an attendant through the use of a seven digit number. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID is furnished upon the condition that the customer contract for adequate facilities, e.g., dial tone lines, circuit packs or equivalent, etc, to permit the use of the service without injurious effect on general telephone service. Certain conditions, such as transmission limitations, may require the provision of additional switching equipment on the customer's premises in order to furnish DID service. The Company offers DID services to Customers in minimum blocks of twenty (20) telephone numbers.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.2 Local Exchange Services (Cont'd)

3.2.2 Local Calling Services (Cont'd)

3.2.2.F Centrex Services

Centrex Service provides the Customer with multiple individual voice-grade telephone communications channels, each of which can be used to place or receive one call at a time. Centrex Station Lines are provided for connection of Centrex-compatible Customer-provided station sets to the public switched telecommunications network. Each Centrex Station Line may be provided in combination with other Company-provided services including PBX and ISDN.

3.2.2.F.1 Centrex 2100

Centrex 2100 is a central office message rate service that is available to customers who are served by compatible electronic type switching equipment where adequate facilities are available. Centrex 2100 includes facilities necessary for intercommunications between the Centrex 2100 service lines within the customer's system and station access to the exchange network.

3.2.2.G Hunting Service

Hunting Services are optional arrangement available to Customers with two or more line services at the same location, same system. Where facilities permit, lines are arranged so that incoming calls to a busy line overflow to another line in the hunting arrangement. The Company may also offer a hunting service that is activated by the end user.

3.2.2.H Foreign Exchange Service

Foreign Exchange (FX) Service provides for the connection of a Customer's location to a central office serving an exchange area, within the Customer's LATA, other than the exchange area in which the Customer is located.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.2 Local Exchange Services (Cont'd)

3.2.3 Local Calling Plans

3.2.3.A Local Package – Standard Plan

The Local Package – Standard Option provides the flexibility and freedom of unlimited local calling, unlimited local directory assistance, and a choice of up to three calling features.

3.2.3.B Local Package – Premium Option

The Local Package – Premium Option is an optional residential service package, with two options, which provides customers with a combination of offerings for one flat monthly rate. The Premium Option provides the flexibility and freedom of unlimited local calling and a choice of four or more custom calling services.

3.2.3.C Individual Unlimited Plan

Provides a personalized flat monthly rate to cover all local and regional toll calls. The rate is based on the direct dialed local and regional call usage. Certain restrictions apply.

3.2.3.D Unlimited Local Package – Premium

The Unlimited Local Package –Premium provides unlimited local calling, unlimited local directory assistance, plus a choice of four or more calling features such as Caller ID, Three Way Calling, and Call Waiting.

3.2.3.E Gold Variety Package – Flat Rate Service

This package includes a customer selected vanity telephone number and local service charged at a flat class of service rate.

3.2.3.F Customized Toll and Message Option Plan

An optional calling plan with extended calling on a per call basis.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.2 Local Exchange Services (Cont'd)

3.2.3 Local Calling Plans (Cont'd)

3.2.3.G Helping Hand – Flat Rate

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Service restricted to low income residential customers that provides a full waiver of the monthly federal subscriber line charge plus a reduction of \$1.75 in the monthly Service Line rate (which is offset by a Federal intrastate contribution) for flat rate Helping Hand plan customers).

3.2.3.H Helping Hand – Message Rate Service

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Service restricted to low income residential customers that provides a full waiver of the monthly federal subscriber line charge and requires customers to pay a low monthly fee, and to pay for each call made.

3.2.3.I ValuPack

This package allows residential customers to select as many features as they want from a broad range of custom calling features under a discounted billing arrangement.

3.2.3.J SmartDial Service – Option Package 5

This package is available for business customers with 2-9 digital switch or 2-6 analog switch lines. The package has several features, including three way calling, call transfer, intercom and call forwarding variable.

3.2.3.K Worksmart Package

Package that allows the end user to save up to 20% off the individual monthly price of certain calling features.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.2 Local Exchange Services (Cont'd)

3.2.3 Local Calling Plans (Cont'd)

3.2.3.L Savings Advantage New York

This package is reserved for residential Customers and includes unlimited local calling, plus any three Custom Calling Features, excluding voicemail, which may be added for an additional \$7.99 per month.

3.2.3.M Savings Advantage Plus New York

This package is reserved for residential Customers and includes unlimited local calling, plus unlimited Custom Calling Features. Voicemail is excluded from the discounted service offering, but may be added for \$7.99 per month.

3.2.3.N All-for-One New York

This package is reserved for residential Customers and includes unlimited local calls, unlimited local toll (intraLATA toll call) and unlimited Custom Calling Features (including voicemail).

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.2 Local Exchange Services (Cont'd)

3.2.3 Local Calling Plans (Cont'd)

3.2.3.O Loyalty Rewards Program I

The Loyalty Rewards Program I provides Customers with basic local service and custom calling features for a flat fee. Loyalty Rewards Program I Customers receive unlimited local calling and all local vertical features such as Caller ID, Call Waiting and Call Forwarding. The Program or accompanying fee does not include or apply to local usage, intraLATA toll charges, Remote Call Forwarding, Off Premises Extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Number and federal and local fees, taxes or surcharges, including local number portability.

3.2.3.P Loyalty Rewards Program II

The Loyalty Rewards Program II provides Customers with basic local service and custom calling features for a flat fee. Loyalty Rewards Program II Customers receive metered local calling and all local vertical features such as Caller ID, Call Waiting and Call Forwarding. The Program and accompanying fee do not include or apply to local usage, intraLATA charges, Remote Call Forwarding, Off Premises Extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Number and federal and local fees, taxes or surcharges, including local number portability. Customers must have at least \$200.00 in long distance services from the most recent invoice to qualify for the Loyalty Rewards Program II service offering.

3.2.3.Q Loyalty Rewards Program III

The Loyalty Rewards Program III provides Customers with basic local service and custom calling features for a flat fee. Loyalty Rewards Program III Customers receive metered local calling and all local vertical features such as Caller ID, Call Waiting and Call Forwarding. The Program and accompanying fee does not include or apply to local usage, intraLATA charges, Remote Call Forwarding, Off Premises Extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Number and federal and local fees, taxes or surcharges, including local number portability.

Issued by: Jessica Renneker, Director of Regulatory, Las Vegas, NV

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 ISDN Services

National Integrated Services Digital Network (ISDN) Direct is a telecommunications service that provides an integrated voice/data communications capability for the transmission of circuit switched voice and data and packet switched data signals on an incoming and outgoing basis utilizing Integrated Services Digital network architecture.

3.3.1 ISDN Primary Rate Interface (PRI)

Service provides the Business Customer with a direct digital connection, via switched access, to one or more public and/or private services. The service arranges the 64 Kbps channels of a DS1 into 23 B (Bearer) channels and 1 D (Delta) channel or 24 B channels under control of a D channel residing on a separate PRI facility. The B channels carry voice and data traffic at speeds up to 64 Kbps. The D channel carries the out-of-band signaling required to control its associated B channels.

3.3.2 Individual Line Business ISDN Basic Rate Interface (BRI)

Service is an optional service arrangement which can be used in conjunction with a customer's Individual Line Business service. It uses the ISDN architecture to provide the customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport. Service provides two bearer B-channels at 64 Kbps per second and a data D-channel at 16 Kbps per second. The bearer B-channels are designed for PCM voice, video conferencing, group 4 facsimile machines, etc. The data D-channel is for bringing in information about incoming calls and taking out information about outgoing calls.

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Superseding Revision:**

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4 Channel Services

3.4.1 General Description

Channel Service consists of two-point or multi-point communications service offerings usually dedicated solely to the use of a particular Customer. Channels are electrical path utilized for transmitting signals, voice, or data communications. Channels are derived in such a manner as the Company may elect and are suitable for the purposes for which they are furnished. While it is contemplated that the Customer may provide the terminal apparatus and wiring (exclusive of the equipment necessary to derive and terminate the channel which is provided by the Company), at the request of the Customer and provided that request is reasonable, termination equipment will be provided by the Company subject to the rates and regulations set forth herein.

Facilities, consisting of channels, termination and arrangements are classified by Series and further classified within each Series by Type. The various Series and Types are described in terms of characteristics and use.

3.4.2 Channel Termination

This service allows end users to choose multiple points for termination for a single channel.

3.4.2.A CO Loop Chg – 2 Wire

Provides two channel terminations either in the same wire center, or in different serving wire centers connected by an interoffice channel.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.5 Operator Services

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service.

Provides for live or automated operator treatment when Customer dials "0". Services include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party:

- 3.5.1 Collect Calls - Calls where the called person agrees to pay for the call. Company offers two types of collect calls.
- 3.5.2 Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department or PBX extension specified by the calling party.
- 3.5.3 Station-to-Station - Operator assisted calls other than Person-to-Person billed to either the Business Customer's phone number, or the end user's calling card. Calls may be dialed with or without assistance of a Company operator.
- 3.5.4 Third Party Billed Cards - Calls where the customer requests that the phone call be charged to a third party's phone number. If the originating caller is calling from a payphone, the third party number is called. The third party has to answer the phone and accept the charges before the operator completes the call.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.6 Message Telecommunications Service/Toll Services

Message Telecommunications Service or Toll Service is a communications service which is available for use by Customers twenty-four (24) hours a day. MTS enables a User of an exchange access line to place calls to any station on the public switched telephone network bearing an NPS-NXX designation associated with points outside the Customer's Local Calling Area, but within the boundaries of home LATA.

3.6.1 Select Call Service

This service provides customers with an interstate toll option plan.

3.6.2 Restriction – Operator Screening

A service that provides for the operator to deny the toll call whenever 0 is dialed by the end user.

3.6.3 Toll Free Service

A call to a station outside the subscribers local calling area for which the called party pays instead of the calling party.

3.7 911 Emergency Services

Emergency Telephone Services allow Customers to reach appropriate emergency services, including: police, fire, and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 call.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.8 Miscellaneous Local Features

3.8.1 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service, furnished to the extent facilities permit, provides the customer with the following options:

3.8.1.A Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.8.1.B Busy Line Verification and Interrupt: The operator will interrupt the call on the called line only if the calling party indicates and emergency and requests interruption.

3.8.2 Call Blocking Features

A calling party may block their telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to customer calling features utilizing SS7 technology. Blocking will also prevent call completion through the use of Return Call service. Customers have three blocking options: (1) Per Call Blocking, (2) Per Line Blocking, or (3) Class Call Blocking. These features allow the end-user to automatically block incoming calls from up to six Customer pre-selected telephone numbers (including numbers from which a Customer has just received a call. The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

3.8.3 Calling Card Services

The Company's Calling Card Services are offered to Customers of its local exchange and long distance services. The Company's Calling Card Services are accessed by dialing a toll-free number and entering the Calling Card Number (area code, phone number, and PIN).

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3.8 Miscellaneous Local Features (Cont'd)

3.8.4 Touch Dial Calling Service

Touch dial calling service provides for the origination of telephone calls through the use of pushbuttons transmitting alternating currents in lieu of rotary dial or push buttons transmitting direct current. The service is furnished for use with individual and two-party central office lines, and with residential exchange service lines. It may be furnished to either one or both subscribers on a two party line. Touch dial calling service requires special central office equipment and will be provided only from central offices where facilities are available.

3.8.5 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

3.8.6 Directory Assistance Call Completion

Directory Assistance Call Completion Service provides the Customer with the ability to use a directory assistance operator to provide listing information and to automatically dial the number requested.

3.8.7 Airport Service

Individual or auxillary lines and PBX trunks arranged for unlimited calling to stations connected to the central office facilities serving airports.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.8 Miscellaneous Local Features (Cont'd)****3.8.8 Directory Listings**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. Directory listings are provided in connection with each Customer service as specified herein. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made. The following types of listings will be made available: (1) primary; (2) additional; (3) non-published; (4) non-listed; (5) alternate call; and (6) reference.

3.8.9 Local Number Portability

Local Number Portability is a service that enable the End User to retain use of the existing local exchange Carrier's number after choosing the Company as its local exchange carrier, provided that the Customer's location remains within the existing rate center after the switch. Where applicable, the Company will assess on End User Customers a monthly fee or fees to recover the Company's costs of porting the Customer's number/s from its existing Carrier to the Company.

3.8.10 Personalized Telephone Number

Personalized Telephone Number is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Services. This service provides for the assignment of a Customer requested telephone number other than the next available number from the assignment control list. Personalized Telephone Number is furnished subject to the availability of facilities and the requirements of Exchange Service as defined by the Company. The Company reserves all rights to the Personalized Telephone Numbers assigned to Customer's and may, therefore, change them if required.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.9 Custom Calling Features

- 3.9.1 Anonymous Call Rejection: Allows a called party to block the display of their number and name on outgoing Calls on a per-Call basis for a fee.
- 3.9.2 Automatic Busy Redial: Permits the Customer to redial automatically the last number dialed. If the called line is busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle.
- 3.9.3 Automatic Call Return/*69: Enables a Customer to automatically return the last incoming Call. To return the call, the Customer dials a feature Code and the number is dialed automatically. If the called line is busy, a 30-minute queuing process begins. The Customer is then given an indication that the network will attempt to set up the Call when the called line is idle.
- 3.9.4 Busy Number Re-dial: This feature automatically redials another parties phone number after the Customer's first attempt to connect to that number resulted in a busy signal. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive other calls while the feature is activated.
- 3.9.5 Call Ability: This feature provides remote access to call forwarding.
- 3.9.6 Call Answering Business: This service provides a call answering feature whereby a live assistant answers the call when the called party is unavailable.
- 3.9.7 Call Forwarding: Permits the Customer to forward calls to any telephone number or station in the Customer Group that their station is allowed to call, including voicemail and attendant. This feature may also include the ability to activate from a remote location.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.9 Custom Calling Features (Cont'd)

- 3.9.8 Call Forwarding II: Permits the forwarding of incoming calls when the End User's line is busy. The forwarded number is fixed by the end-user's service order.
- 3.9.9 Call Forwarding No Answer: Permits the forwarding of incoming calls when the End-User's line remains unanswered after end user designated number of rings. The number of rings and the forwarded number are fixed by the Customer service order.
- 3.9.10 Call Forwarding – Speed: This is a two feature package that includes Call Forwarding and Speed Dial.
- 3.9.11 Call Forwarding – Three: This is a three feature package that includes Call Forwarding, Call Waiting and Speed Dial.
- 3.9.12 Call Forwarding Variable: Permits the end-user to automatically forward (transfer) all incoming calls to an end-user designated telephone number, and permits the end-user to restore incoming calls to non Call Forwarding operation. The Customer is charged for the call between the original terminating number and the number to which it is remotely call forwarded. The Customer must subscribe to adequate facilities to permit the use of the service without impairment, disruption or deterioration of the quality of other telephone services.
- 3.9.13 Call Forwarding/Waiting/Three Way: This package allows end users to combine the following three features – call forwarding, call waiting and three way calling.
- 3.9.14 Call Gate: Blocks unauthorized outgoing calls.
- 3.9.15 Caller ID: Allows the number of the calling party to be passed from the telephone company to your telephone between the first and second ring signaling an incoming telephone call.
- 3.9.16 Caller ID Intercept: An optional enhancement feature to Caller ID With Name. Provides Customers with Caller ID With Name with informed choices about accepting or rejecting unidentified calls by requiring identification of calling parties to verbally identify themselves as a condition of call connection.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.9 Custom Calling Features (Cont'd)**

- 3.9.17 Caller ID with Name: This feature provides the originating telephone number and also the name associated with the line. The information is displayed on a Customer provided display device attached to the Customer's telephone line.
- 3.9.18 Call Intercept: This feature is an enhancement to Caller ID with Name. It allows users to request callers identify themselves prior to answering the incoming call, even when callers are calling from blocked numbers or from numbers that do not send identifying information.
- 3.9.19 Call Manager Package: A package with several features including Call Waiting, Call Waiting ID with name, Call Forwarding – Busy Line/Don't Answer and Home Voice Mail.
- 3.9.20 Call Return: Enables a Customer to automatically return the last incoming Call.
- 3.9.21 Call Trace: Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage base only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company. The customer using Call Trace is required to contact the Company for further action and will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.
- 3.9.22 Call Transfer: Allows the User to transfer a Call to another station within the Customer Group or to an outside telephone number.
- 3.9.23 Call Waiting: Permits the end-user engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switch hook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switch hook, but a three-way conference call cannot be established. Feature may be used in conjunction with Caller ID (Caller ID Intercept).
- 3.9.24 Cancel Call Waiting: Allows the User, on a per-Call basis, to cancel the Call Waiting function by dialing *70 before making a call.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.9 Custom Calling Features (Cont'd)

- 3.9.25 Class Caller ID/Unidentified Caller Block: A service that block calls from callers who have prevented their name and telephone number from being displayed on a Caller ID display device. A recording instructs callers how to unblock their call.
- 3.9.26 Custom Calling Package – 2 Features: A package that provides the end user with two custom calling features, which may include Call Forwarding, Call Waiting, Speed Dial, Three Way Calling, Call Forward Busy, Call Forward Don't Answer and Call Forward Busy/Don't Answer.
- 3.9.27 Custom Calling Package – 3 Features: A package that provides the end user with three custom calling features, which may include Call Forwarding, Call Waiting, Speed Dial, Three Way Calling, Call Forward Busy, Call Forward Don't Answer and Call Forward Busy/Don't Answer.
- 3.9.28 Delayed Call Forwarding: Standard Call Forwarding with a delaying action feature.
- 3.9.29 Distinctive Ringing: This feature allows a Customer to have up to three separate telephone numbers which consist of the main telephone number and two additional telephone numbers, associated with one exchange access line. Each telephone number will have a distinctive ring on incoming calls to allow the Customer to identify the incoming call line. If the Customer also subscribes to Call Waiting, a Call Waiting tone is provided for each additional telephone number. All telephone lines must be served by the same Central Office.
- 3.9.30 Gold Number Service: This feature allows a customer to select a specific telephone number – vanity number.
- 3.9.31 Gold Variety Package: This package includes the customer selected vanity telephone number, as well as an additional listing.
- 3.9.32 Internet Call Manager: This feature provides residential customers, while accessing the internet, with an incoming calling party's name and telephone number information, as well as options for call disposition.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.9 Custom Calling Features (Cont'd)

- 3.9.33 Last Number Redial/*69: Allows the Customer to return a call to the last incoming call whether the Customer answered the call or not.
- 3.9.34 Make Busy: Enables an end user to make busy one or more incoming lines through the operation of a button at the end user's location.
- 3.9.35 Make Busy - Trunk: Enables an end user to make busy one or more incoming lines, as well as the entire trunk, through the operation of a button at the end user's location.
- 3.9.36 Missed Call Dialing: Allows the Customer to return a call to the last incoming call whether the Customer answered the call or not. Upon activation, Miss Call Dialing will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- 3.9.37 Multi-line Variety Package – Call Forwarding: A service package that includes: call forwarding busy, call forwarding no answer and remote access.
- 3.9.38 Priority Call: This service provides one distinctive audible signal to the called customer when a call from one of up to six pre-specified telephone numbers. The calling list can only be created from and for telephone numbers located in appropriately equipped offices.
- 3.9.39 Remote Call Forwarding/Remote Line Service: An automatic reverse charge exchange service which provides for a Customer to arrange that Customers in the same or a different exchange may call him/her without paying the toll charge between a specified exchange and the Customer's location or asking the operator to assist with or complete the call.

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3.9 Custom Calling Features (Cont'd)

- 3.9.40 Remote Call Forwarding – Additional Lines: An end user who chooses to have a remote call forwarded line may choose to have additional paths, enabling the end user to receive multiple calls simultaneously to the same remote call forwarding number.
- 3.9.41 Repeat Dialing: Automatically redials the last outgoing telephone number dialed by the Customer.
- 3.9.42 Secretarial Answering Service: This service causes incoming calls to ring on two different extensions, even if the direct extension is dialed.
- 3.9.43 Select Forward: This service allows a customer to select a maximum of up six telephone numbers for forwarding. This list can only be created from and for telephone numbers located in appropriately equipped offices.
- 3.9.44 Sounddialing: A feature that allows for the end user to program speed dial and then activate it by a verbal command.
- 3.9.45 Speed Calling (8 or 30): Permits the Customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than complete telephone numbers. The feature is available as an eight code list or a thirty code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials either a one- or two-digit code (for the eight code and thirty code lists, respectively) plus the telephone number.
- 3.9.46 Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

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3.9 Custom Calling Features (Cont'd)

- 3.9.47 Ultra Forward: Ultra Forward Service combines Call Forwarding with remote access capability. In addition to the current Call Forwarding feature access method, Ultra Forward Service provides customers access from any Touch-Tone or tone-signaling-capable telephone. The customer will dial a Remote Access Directory Number (RADN) and then be guided by voice prompts to enter required information, including a Personal Identification Number (PIN). Calls forwarded by this feature may be subject to local or long distance message charges as appropriate.
- 3.9.48 Voice Dialing: Enables customers to place calls by voice commands. This service allows a customer to store up to 50 names/destinations in a personal directory.
- 3.9.49 Voice Mail: Provides an audio mailbox to record, store, retrieve, review, save and handle audio messages for Customers. The service will greet incoming customers with a personal or standard greeting, and provide audio prompts and personal security codes for Customers and Users of Service. Additional message capacity for the voice mail box may be purchased.
- 3.9.50 Voice Mail Service and Guest: This service provides customers with Call Forwarding, a message indicator, and voice mail box(s).
- 3.9.51 Home Voice Mail Advantage: This Voice Mail Service will store ten messages of two minutes in length for ten days if not erased by the subscriber.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.10 Maintenance and Installation Charges

3.10.1 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

3.10.2 Telephone Maintenance Plan

Provides the Customer with protection and full coverage at no additional charge in the event of damage to the Customer's inside wiring or customer premises equipment.

3.10.3 Service/Installation Ordering Charge

This charge applies to receiving, recording and processing Customer requests for work to be done in connection with the same service at the same time at one or more locations of that service. It has three possible application: (1) connection new or additional exchange access lines; (2) move or change existing service and equipment or add new or additional service and equipment other than exchange access; (3) record type only change.

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3.10 Maintenance and Installation Charges (Cont'd)

3.10.4 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual 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. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays, and/or night hours, additional charges may apply.

3.10.5 Central Office Exchange Access Line Charge

This covers work associated with the line extending from the serving central office up to and including the Rate demarcation Point on the customer's premises. Major work functions are central office cross-connect work, work done with distribution facilities outside of the central office, and connection of drop wire to the protector at the Customer's premises.

3.10.6 Element Service Charges

Element Service Charges for work activities performed in connection with Channel Service are charged at business rates except for orders for residence foreign central office district and foreign exchange services.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.11 Miscellaneous Services Charges

3.11.1 Reconnection

Reconnection charges occur where service to an existing Customer has been disconnected for proper cause, and the Customer desires to resume service with the Company. If service has been discontinued for proper cause and where a Customer desires reconnection, the Customer will be charged a fee to defray the cost of providing service.

3.11.2 Missed Appointment Charge

When the Company and the Customer have agreed to an installation date and time, and the Customer is not available at the premises to allow for installation of service at the appointed time, a Missed Appointment Charge will apply. Customers may not cancel or change installation dates or times on less than 48 hours notice to the Company unless otherwise agreed to by the Company.

3.11.3 IntraLATA Toll Presubscription

IntraLATA Toll Presubscription is a procedure whereby a Customer designates to the Company the Carrier that the Customer wishes to use as its primary interexchange carrier ("PIC") for intraLATA toll calls. Such calls are automatically designated to the intraLATA PIC, without the need to use carrier access codes or additional dialing to direct the Call to the designated Carrier. IntraLATA Toll Presubscription does not prevent a Customer who has presubscribed to an IntraLATA toll Carrier from using carrier access codes or additional dialing to direct Calls to an alternative intraLATA toll Carrier on a per Call basis. All new Customer' initial requests for intraLATA toll service presubscription will be provided free of charge.

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3.11 Miscellaneous Services Charges (Cont'd)

3.11.4 Returned Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or other financial institution for any reason, the Company may bill the Customer a returned check charge not to exceed \$20.00. The current amount of this charge is identified in Section 4.10.4 on page 72 of this Tariff. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

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3.11.5 Late Payment Fee

A late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Customer is in arrears.

3.12 Equipment

The Company may make available various types of physical equipment for lease and/or purchase by its customers in the course of conducting its business and providing local exchange telecommunications services to its customers.

3.13 Promotional Service Offerings

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes.

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SECTION 4 - RATES AND CHARGES

4.1 Local Exchange Service Offerings

4.1.1 Standard Access Line

	<u>Plan A</u>	<u>Plan B</u>
Initial Service Order, per line:	\$18.17	\$22.71
Monthly recurring charge, per line:	\$12.82	\$16.07
Off-Premise Extension	\$25.62	\$32.02

4.1.2 Local Residential Service

Flat Rate Service, per line, per month	\$13.44	\$16.80
Additional Line, per month	\$20.71	\$25.89
Measured Rate Service per line, per month:	\$10.89	\$13.62
Additional Line, per month	\$14.18	\$17.73
Personal Unlimited (Grandfathered)	\$34.04	\$42.55
Additional Line - Unlimited	\$43.40	\$54.25

4.1.3 Local Business Line Service

Flat Rate Service, per line, per month	\$43.40	\$54.25
Measured Rate Service:		
Monthly recurring charge, per line:	\$22.05	\$27.27

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.1 Local Exchange Service Offerings (Cont'd)

	<u>Plan A</u>	<u>Plan B</u>
4.1.4 <u>Private Branch Exchange (PBX)</u>		
Trunk	\$20.71	\$25.89
Direct Dial Trunk	\$20.71	\$25.89
Combined Trunk	\$20.71	\$25.89
Touch Tone Trunk	\$4.39	\$5.51
Flex ANI Chg	\$2.30	\$2.89
Two Way Trunk	\$24.66	\$30.83
Addl Two Way Trunk	\$24.66	\$30.83
4.1.5 <u>Direct Inward Dial Service</u>		
DID Station:	\$0.22	\$0.28
4.1.6 <u>Centrex Services</u>		
Centrex Caller ID Deluxe w/o Feature	\$10.19	\$12.73
Centrex Caller ID Deluxe w/ Feature	\$9.79	\$12.24
Centrex*69	\$2.19	\$2.70
Centrex w/ 5 class features	\$6.81	\$8.51
Centrex Unrestricted	\$34.91	\$43.64
Centrex Restricted	\$40.86	\$51.08
Centrex 2100 Line	\$42.57	\$53.22
Common Equipment Centrex 2100	\$72.74	\$90.93

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.1 Local Exchange Service Offerings (Cont'd)

		<u>Plan A</u>	<u>Plan B</u>
4.1.7	<u>Hunting Service</u>		
	End User Activated/	\$12.59	\$15.72
	Break Co. Line Hunt Arr-Cntl Ky		
4.1.8	<u>Foreign Exchange Service</u>		
	Per monthly charge	\$58.28	\$72.58
4.1.9	<u>Local Calling Plans</u>		
4.1.9.A	Local Package – Standard Option		
	Per monthly charge	\$46.47	\$58.09
4.1.9.B	Local Package – Premium Option		
	Per monthly charge	\$48.05	\$60.06
4.1.9.C	Individual Unlimited Plan		
	Per monthly charge	\$34.04	\$42.55
4.1.9.D	Unlimited Local Package - Premium		
	Per monthly charge	\$57.41	\$71.76
4.1.9.E	Customized Toll and Message		
	Per monthly charge	\$33.47	\$41.83
4.1.9.F	Gold Variety Package – Flat Rate Service		
	Per monthly charge	\$10.89	\$13.62
4.1.9.G	Helping Hand – Flat Rate Service		
	Per monthly charge	\$4.45	\$5.57
4.1.9.H	Helping Hand – Message Rate Service		
	Per monthly charge	\$1.15	\$1.44

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.1 Local Exchange Service Offerings (Cont'd)

		<u>Plan A</u>	<u>Plan B</u>
4.1.9.I	SmartDial Service – Option Package 5 Per monthly charge	\$10.91	\$13.65
4.1.9.J	ValuePack Per monthly charge	\$24.62	\$30.76
4.1.9.K	Worksmart Package Per monthly charge	\$27.28	\$34.11
4.1.9.L	Savings Advantage New York Per month:		
	Zone 1	\$50.18	\$58.18
	Zone 2	\$52.36	\$52.36
	Zone 3	\$72.73	\$72.73
	Local Toll (LATA):	\$.08 minute	
4.1.9.M	Savings Advantage Plus New York Per Month:		
	Zone 1	\$59.63	\$59.63
	Zone 2	\$52.36	\$52.36
	Zone 3	\$74.18	\$74.18
	Local Toll (LATA):	\$.08/minute	
4.1.9.N	All-for-One New York Per Month:		
	Zone 1	\$87.27	\$87.27
	Zone 2	\$79.99	\$79.99
	Zone 3	\$101.82	\$101.82

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		<u>Plan A</u>	<u>Plan B</u>
4.1.9.O	Loyalty Rewards Program I	\$29.10	\$14.55
4.1.9.P	Loyalty Rewards Program II	\$29.10	\$14.55
4.1.9.Q	Loyalty Reward Program III	\$69.56	\$69.56

4.1.9.R Residential Unlimited Calling Program

This service is for use by residential customers who select 011 Communications or International Plus service. Customers who subscribe to this voice service must select and designate NOS Communications, Inc. as its Local Exchange Carrier (LEC), and NOS Communications, Inc. d.b.a. 011 Communications or International Plus as its Interexchange Carrier (IXC) for interstate, International and intrastate calling, and as its intraLATA toll provider for intraLATA toll calling. Concurrent with enrollment in this plan, customers must also enroll in any companion unlimited traffic plans for all domestic traffic.

A monthly recurring charge will apply to this service as outlined below. This charge is identical to and shall not be in addition to the monthly recurring charge as outlined in any tariffs or service guides as applicable to companion Federal Service or to companion State Residential Unlimited Calling Program Services.

	<u>Plan A</u>	<u>Plan B</u>
Monthly charge:	\$69.56	\$69.56

The following is included in the monthly recurring charge: Unlimited domestic state-to-state (Interstate) long distance, unlimited instate (Intrastate) long distance, and unlimited local toll calls, directly dialed from home; Basic line charges and features, and voicemail.

The following are not included in the monthly recurring charge: toll-free calling, international calling, calling card calls, cellular telephone platform calls, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, Local Number Portability, non-recurring charges, operator assistance, directory assistance, directory listing options, taxes, surcharges, per use charges and custom calling features. Customers will be charged at the rates contained within the Mobile Progressive Calling plan for international calls, or at the appropriate basic rate for all services not included within the monthly recurring charge.

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.2	<u>ISDN Services</u>	<u>Plan A</u>	<u>Plan B</u>
	Business Single Line ISDN PRI	\$700.25	\$875.30
	Business Single Line ISDN BRI, per month	\$18.41	\$23.00
	ISDN BRI Remote Access Package	\$101.83	\$127.29
	ISDN BRI Digital Transport	\$351.89	\$439.85
	ISDN BRI Basic Exchange Display	\$3.53	\$4.43
	ISDN BRI Basic Exchange Digital	\$11.78	\$14.71
	ISDN BRI Basic Exchange Alternate	\$2.81	\$3.51
	Additional Call Offering	\$2.36	\$2.94
	Associated Groups	\$2.30	\$2.89
4.3	<u>Channel Services</u>		
		<u>Plan A</u>	<u>Plan B</u>
	Channel Termination, per path	\$117.48	\$146.86
	CO Loop Chg – 2 Wire	\$30.19	\$37.73
	Interoffice Channel	\$50.13	\$62.66
	Interoffice Channel Mileage	\$226.06	\$282.58
4.4	<u>Operator Services</u>		
	Per Call	\$2.91	\$3.65

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.5 Message Telecommunications Service/Toll Services

	<u>Plan A</u>	<u>Plan B</u>
Toll Free Service	\$5.89	\$7.35
Operator Toll Restriction	\$15.28	\$19.10

4.6 911 Emergency Services

Customers may be assessed a recurring monthly line item fee to compensate the County 911 Public Safety Board for the provision of 911 services. This fee may vary, depending on the vicinity in which the Customer is located. Where applicable, the Company will remit this fee to the appropriate 911 authority.

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.7 Miscellaneous Local Feature Charges

4.7.1 <u>Busy Verification and Service Interrupt</u>	<u>Plan A</u>	<u>Plan B</u>
BLV, Per Call	\$2.91	\$3.65
Emergency Interrupt, Per Call	\$2.91	\$3.65*
<i>*Requires BLV</i>		
4.7.2 <u>Call Blocking Features</u>		
Per Call Blocking	\$2.19	\$2.70
Class Blocking	\$2.19	\$2.70
Selective Call Rejection	\$4.40	\$5.52
4.7.3 <u>Calling Card Services</u>		
Call surcharge	\$2.91	\$3.65
Per minute charge	\$0.36	\$0.46
4.7.4 <u>Touch Dial Calling Service</u>		
Per month	\$1.61	\$2.01
4.7.5 <u>Directory Assistance</u>		
Per each additional Call (2 listings)	\$1.46	\$1.82
4.7.6 <u>Directory Assistance Call Completion</u>		
Per Call Completion:	\$0.74	\$1.09

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4.7 Miscellaneous Local Feature Charges (Cont'd)

4.7.7 <u>Directory Listings</u>	<u>Plan A</u>	<u>Plan B</u>
Directory Listing, per month	\$2.75	\$3.43
Per Additional Listing, per month	\$2.75	\$3.43
Per Additional Business Listing, per month	\$1.90	\$2.37
Main Listing	\$2.31	\$2.90
Non-listed, per month	\$1.24	\$1.54
Non-Published, per month	\$2.66	\$3.32
Line of Information, per month	\$2.27	\$2.83
 4.7.8 <u>Local Number Portability</u>		
Service Charge, per month, per line:	\$0.39	\$0.49
Per PBX trunk:	\$72.27	\$90.34
 4.7.9 <u>Airport Service</u>		
Per month, per line	\$34.75	\$43.44

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.8 Custom Calling Features

	<u>Plan A</u>	<u>Plan B</u>
4.7.10 Nonrecurring Charge	\$12.37	\$15.47
4.7.11 Recurring Charges:		
Anonymous Call Rejection	\$4.09	\$5.14
Automatic Call Return/*69	\$6.31	\$7.89
Busy Number Redial	\$5.82	\$7.28
Call Ability	\$12.93	\$16.17
Call Answering Business	\$17.47	\$21.84
Call Gate	\$7.28	\$9.10
Caller ID	\$10.01	\$12.51
Caller ID Intercept	\$6.81	\$8.51
Caller ID w/Name	\$12.93	\$16.17
Call Forwarding	\$8.73	\$10.91
Call Forwarding II	\$2.19	\$2.74
Call Forwarding Busy	\$2.91	\$3.65
Call Forwarding/Waiting/3-Way	\$12.22	\$15.28
Call Forwarding No Answer	\$2.91	\$3.65
Call Forwarding – Speed	\$19.30	\$24.13
Call Forwarding – Three	\$19.30	\$24.13
Call Forwarding Variable	\$10.19	\$12.73
Call Intercept	\$5.74	\$7.19
Call Manager Package	\$15.43	\$19.30
Call Return	\$5.30	\$6.61
Call Trace	\$1.46	\$1.82
Call Transfer	\$8.73	\$10.91
Call Waiting	\$13.75	\$17.18
Cancel Call Waiting	\$5.82	\$7.28
Class Call Block (Business)	\$18.92	\$23.64
Class Call Block (Residential)	\$8.73	\$10.91
Custom Calling Package - 2	\$19.30	\$24.13
Custom Calling Package – 3	\$19.30	\$24.13
Delayed Call Forwarding	\$2.91	\$3.65
Distinctive Ringing	\$9.46	\$11.83
Gold Number Service	\$8.73	\$10.91

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4.8 Custom Calling Features (Cont'd)

	<u>Plan A</u>	<u>Plan B</u>
4.8.2 Recurring Charges (Cont'd):		
Gold Variety Package	\$45.80	\$57.26
Last Number Redial/*69/Repeat Dialing	\$5.82	\$7.28
Internet Call Manager	\$6.84	\$8.56
Make Busy	\$13.89	\$17.23
Make Busy – Trunk	\$5.52	\$6.90
Mailbox Usage Charge	\$1.02	\$1.28
Missed Call Dialing	\$5.82	\$7.28
Multi-line Variety Pkg – Call Forwarding	\$0.75	\$0.93
Priority Call	\$3.00	\$3.76
Remote Call Forwarding-800 Svc – Interstate	\$21.33	\$26.67
Remote Call Forwarding – Addl. Line	\$21.33	\$26.67
Remote Call Forwarding/Remot Line Service	\$23.39	\$29.24
Repeat Dialing	\$4.01	\$5.03
Secretarial Answering Service	\$7.46	\$9.33
Select Forward	\$8.73	\$10.91
Sounddialing	\$39.84	\$49.81
Speed Calling(8)	\$7.34	\$9.18
Speed Calling (30)	\$7.34	\$9.18
Three Feature Custom Calling Package	\$32.64	\$25.22
Three Way Calling	\$7.34	\$9.18
Ultra Forward	\$2.81	\$3.51
Voice Dialing	\$6.47	\$8.08
Voice Mail (Business) w/msg wtg indicator	\$4.45	\$5.57
Voice Mail (Home)	\$10.65	\$13.31
Voice Mail Service – Level 1	\$8.73	\$10.91
Voice Mail Service – Level 2	\$17.47	\$21.94
Home Voice Mail Advantage	\$4.45	\$5.57

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.9 Maintenance and Installation Charges

	<u>Plan A</u>	<u>Plan B</u>
4.9.1 <u>Maintenance Visit Charge</u>		
Recurring charge, per hour	\$27.91	\$34.89
4.9.2 <u>Telephone Maintenance Plan</u>		
Basic, monthly per line	\$3.97	\$4.96
4.9.3 <u>Inside Wire Insurance</u>		
Customer Access Point Wire	\$0.52	\$0.66
4.9.4 <u>Inside Wire Maintenance</u>		
Each	\$9.57	\$11.94
Plan, monthly per line	\$8.04	\$10.04
4.9.5 <u>Installation</u>		
Connect new/ addl' exchange access lines	\$41.10	\$85.18
Move, change or add service/equipment	\$23.28	\$29.37
Record type change only	\$15.28	\$23.49
4.9.6 <u>Non-routine Installation</u>		
Per installation	ICB	
4.9.7 <u>Central Office Exchange Access Line Charge</u>		
Connect new/ addl' lines	\$20.52	\$31.59
Change existing line	\$7.28	\$8.82

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.10 Miscellaneous Service Charges

	<u>Plan A</u>	<u>Plan B</u>
4.10.1 <u>Reconnection</u>		
Non-recurring charge, per line	\$12.49	\$15.59
4.10.2 <u>IntraLATA Toll Presubscription</u>		
Per change: (after initial selection)	\$7.28	\$7.28
4.10.3 <u>Telephone Number Change</u>		
Per change:	\$29.37	\$36.65
4.10.4 <u>Returned Check Charge</u>		
Per returned check:	\$20.00	\$20.00
4.10.5 <u>Missed Appointment Charge</u>		
Per line:	\$145.48	\$181.85
4.10.6 <u>FCC Subscriber Line Charge</u>		
Per month:	\$14.12	\$17.65

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4.10 Miscellaneous Service Charges (Cont'd)

		<u>Plan A</u>	<u>Plan B</u>
4.10.7	Universal Service Fee Monthly fee	\$0.30	\$0.38
4.10.8	End User Port Cost Recovery - Monthly fee	\$4.07	\$5.09
4.10.9	Exchange Network Services	\$0.89	\$1.10
4.10.10	FCC Line Port Charge	\$66.93	\$83.66
4.10.11	Voice Circuit - Basic 2 Wire	\$9.90	\$12.39
4.10.12	Monthly Service Charge	\$51.96	\$41.57
4.10.13	Hunting Group Add/Change Order per group	\$21.83	\$21.83
4.10.14	Suspend for Non-payment Restoral Order Per line	\$14.55	\$14.55
4.10.15	Feature Add/Change Order - per order	\$14.55	\$14.55
4.10.16	Remote Call Forwarding Add/Change Order per path	\$14.55	\$14.55
4.10.17	Listed/Unlisted Designation Add/Change Order – per order	\$7.28	\$7.28
4.10.18	Inside Wire or other Installation Orders	ICB	ICB

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.11 Equipment

	<u>Plan A</u>	<u>Plan B</u>
4.11.1 <u>Jack/s</u>	\$8.73	\$10.91
4.11.2 <u>Jack – 2 Wire Modular Baser</u>	\$8.73	\$10.91
4.11.3 <u>Common Equipment</u>	\$27.73	\$34.67
4.11.4 <u>Continuous Property Loop Chg – 2 Wire</u>	\$6.50	\$8.13
4.11.5 <u>Pair House and Riser Cable</u>	\$4.45	\$5.58
4.11.6 <u>Volume Control Handset</u>	\$1.28	\$1.61

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SECTION 5 - FLEXIBLE PRICING RATES AND CHARGES

5.1 Local Exchange Service Offerings

5.1.1 Standard Access Line

	<u>Minimum</u>	<u>Maximum</u>
Initial Service Order, per line:	\$11.24	\$19.51
Monthly recurring charge, per line:	\$7.95	\$13.80
Off-Premise Extension	\$15.85	\$27.51

5.1.2 Local Residential Service

<i>Flat Rate Service</i> , per line, per month	\$8.32	\$14.44
Additional Line, per month	\$12.81	\$22.24
<i>Measured Rate Service</i> per line, per month:	\$6.74	\$11.70
Additional Line, per month	\$8.78	\$15.24
Personal Unlimited (Grandfathered)	\$21.06	\$36.56
Additional Line - Unlimited	\$26.85	\$46.61

5.1.3 Local Business Line Service

<i>Flat Rate Service</i> , per line, per month	\$26.85	\$46.61
<i>Measured Rate Service:</i>		
Monthly recurring charge, per line:	\$13.64	\$23.69

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SECTION 5 – FLEXIBLE PRICING RATES AND CHARGES (Cont'd)

5.1 Local Exchange Service Offerings (Cont'd)

	<u>Minimum</u>	<u>Maximum</u>
5.1.4 <u>Private Branch Exchange (PBX)</u>		
Trunk	\$12.81	\$22.24
Direct Dial Trunk	\$12.81	\$22.24
Combined Trunk	\$12.81	\$22.24
Touch Tone Trunk	\$2.72	\$4.73
Flex ANI Chg	\$1.42	\$2.48
Two Way Trunk	\$15.26	\$26.49
Addl Two Way Trunk	\$15.26	\$26.49
5.1.5 <u>Direct Inward Dial Service</u>		
DID Station:	\$0.14	\$0.24
5.1.6 <u>Centrex Services</u>		
Centrex Caller ID Deluxe w/o Feature	\$6.30	\$10.94
Centrex Caller ID Deluxe w/ Feature	\$6.06	\$10.51
Centrex*69	\$1.35	\$2.33
Centrex w/ 5 class features	\$4.21	\$7.31
Centrex Unrestricted	\$21.60	\$37.50
Centrex Restricted	\$25.28	\$43.89
Centrex 2100 Line	\$26.33	\$45.73
Common Equipment Centrex 2100	\$45.00	\$78.13

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SECTION 5 – FLEXIBLE PRICING RATES AND CHARGES (Cont'd)

5.1 Local Exchange Service Offerings (Cont'd)

		<u>Minimum</u>	<u>Maximum</u>
5.1.7	<u>Hunting Service</u>		
	End User Activated/ Break Co. Line Hunt Arr-Cntl Ky	\$7.79	\$13.51
5.1.8	<u>Foreign Exchange Service</u>		
	Per monthly charge	\$36.05	\$62.60
5.1.9	<u>Local Calling Plans</u>		
5.1.9.A	Local Package – Standard Option		
	Per monthly charge	\$28.76	\$49.91
5.1.9.B	Local Package – Premium Option		
	Per monthly charge	\$29.73	\$51.61
5.1.9.C	Individual Unlimited Plan		
	Per monthly charge	\$21.06	\$36.56
5.1.9.D	Unlimited Local Package - Premium		
	Per monthly charge	\$35.51	\$61.66
5.1.9.E	Customized Toll and Message		
	Per monthly charge	\$20.70	\$35.94
5.1.9.F	Gold Variety Package – Flat Rate Service		
	Per monthly charge	\$6.74	\$11.70
5.1.9.G	Helping Hand – Flat Rate Service		
	Per monthly charge	\$2.75	\$4.79

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SECTION 5 – FLEXIBLE PRICING RATES AND CHARGES (Cont'd)

5.1 Local Exchange Service Offerings (Cont'd)

		<u>Minimum</u>	<u>Maximum</u>	
5.1.9.H	Helping Hand – Message Rate Service Per monthly charge	\$0.71	\$1.24	T
5.1.9.I	SmartDial Service – Option Package 5 Per monthly charge	\$6.75	\$11.73	
5.1.9.J	ValuePack Per monthly charge	\$15.23	\$26.44	
5.1.9.K	Worksmart Package Per monthly charge	\$16.88	\$29.30	
5.1.9.L	Savings Advantage New York Zone 1	\$29.99	\$49.99	
	Zone 2	\$26.99	\$44.99	
	Zone 3	\$37.49	\$62.49	
5.1.9.M	Savings Advantage Plus New York Zone 1	\$30.74	\$51.24	
	Zone 2	\$26.99	\$44.99	
	Zone 3	\$38.24	\$63.74	
5.1.9.N	All-for-One New York Zone 1	\$44.99	\$74.99	
	Zone 2	\$41.24	\$68.74	
	Zone 3	\$52.49	\$87.49	
5.1.9.O	<u>Loyalty Rewards Program I</u>	\$5.00	\$30.00	
5.1.9.P	Loyalty Rewards Program II	\$5.00	\$30.00	
5.1.9.Q	Loyalty Rewards Program III	\$20.00	\$60.00	

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This service is for use by residential customers who select 011 Communications or International Plus service. Customers who subscribe to this voice service must select and designate NOS Communications, Inc. as its Local Exchange Carrier (LEC), and NOS Communications, Inc. d.b.a. 011 Communications or International Plus as its Interexchange Carrier (IXC) for interstate, International and intrastate calling, and as its intraLATA toll provider for intraLATA toll calling. Concurrent with enrollment in this plan, customers must also enroll in any companion unlimited traffic plans for all domestic traffic.

A monthly recurring charge will apply to this service as outlined below. This charge is identical to and shall not be in addition to the monthly recurring charge as outlined in any tariffs or service guides as applicable to companion Federal Service or to companion State Residential Unlimited Calling Program Services.

	<u>Minimum</u>	<u>Maximum</u>
Monthly charge:	\$49.99	\$59.99

The following is included in the monthly recurring charge: Unlimited domestic state-to-state (Interstate) long distance, unlimited instate (Intrastate) long distance, and unlimited local toll calls, directly dialed from home; Basic line charges and features, and voicemail.

The following are not included in the monthly recurring charge: toll-free calling, international calling, calling card calls, cellular telephone platform calls, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, Local Number Portability, non-recurring charges, operator assistance, directory assistance, directory listing options, taxes, surcharges, per use charges and custom calling features. Customers will be charged at the rates contained within the Mobile Progressive Calling plan for international calls, or at the appropriate basic rate for all services not included within the monthly recurring charge.

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SECTION 5 – FLEXIBLE PRICING RATES AND CHARGES (Cont'd)

5.2	<u>ISDN Services</u>	<u>Minimum</u>	<u>Maximum</u>
	Business Single Line ISDN PRI	\$433.22	\$752.11
	Business Single Line ISDN BRI, per month	\$11.39	\$19.76
	ISDN BRI Remote Access Package	\$63.00	\$109.38
	ISDN BRI Digital Transport	\$217.70	\$377.95
	ISDN BRI Basic Exchange Display	\$2.19	\$3.80
	ISDN BRI Basic Exchange Digital	\$7.28	\$12.64
	ISDN BRI Basic Exchange Alternate	\$1.74	\$3.01
	Additional Call Offering	\$1.46	\$2.54
	Associated Groups	\$1.42	\$2.48
5.3	<u>Channel Services</u>	<u>Minimum</u>	<u>Maximum</u>
	Channel Termination, per path	\$72.68	\$126.19
	CO Loop Chg – 2 Wire	\$18.68	\$32.43
	Interoffice Channel	\$31.01	\$53.85
	Interoffice Channel Mileage	\$139.85	\$242.80
5.4	<u>Operator Services</u>		
	Per Call	\$1.80	\$3.13

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Revision: 0
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SECTION 5 – FLEXIBLE PRICING RATES AND CHARGES (Cont'd)

5.5 Message Telecommunications Service/Toll Services

	<u>Minimum</u>	<u>Maximum</u>
Toll Free Service	\$3.64	\$6.31
Operator Toll Restriction	\$9.45	\$16.41

5.6 911 Emergency Services

Customers may be assessed a recurring monthly line item fee to compensate the County 911 Public Safety Board for the provision of 911 services. This fee may vary, depending on the vicinity in which the Customer is located. Where applicable, the Company will remit this fee to the appropriate 911 authority.

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SECTION 5 – FLEXIBLE PRICING RATES AND CHARGES (Cont'd)

5.7 Miscellaneous Local Feature Charges

5.7.1 <u>Busy Verification and Service Interrupt</u>	<u>Minimum</u>	<u>Maximum</u>
BLV, Per Call	\$1.80	\$3.13
Emergency Interrupt, Per Call	\$1.80	\$3.13*
<i>*Requires BLV</i>		
5.7.2 <u>Call Blocking Features</u>		
Per Call Blocking	\$1.35	\$2.33
Class Blocking	\$1.35	\$2.33
Selective Call Rejection	\$2.73	\$4.74
5.7.3 <u>Calling Card Services</u>		
Call surcharge	\$1.80	\$3.13
Per minute charge	\$0.23	\$0.39
5.7.4 <u>Touch Dial Calling Service</u>		
Per month	\$0.99	\$1.73
5.7.5 <u>Directory Assistance</u>		
Per each additional Call (2 listings)	\$0.90	\$1.56
5.7.6 <u>Directory Assistance Call Completion</u>		
Per Call Completion:	\$0.45	\$0.94

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5.7 Miscellaneous Local Feature Charges (Cont'd)

5.7.7 <u>Directory Listings</u>	<u>Minimum</u>	<u>Maximum</u>
Directory Listing, per month	\$1.70	\$2.95
Per Additional Listing, per month	\$1.70	\$2.95
Per Additional Business Listing, per month	\$1.17	\$2.04
Main Listing	\$1.43	\$2.49
Non-listed, per month	\$0.77	\$1.33
Non-Published, per month	\$1.65	\$2.86
Line of Information, per month	\$1.40	\$2.44
 5.7.8 <u>Local Number Portability</u>		
Service Charge, per month, per line:	\$0.24	\$0.43
Per PBX trunk:	\$44.71	\$77.63
 5.7.9 <u>Airport Service</u>		
Per month, per line	\$21.50	\$37.33

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SECTION 5 – FLEXIBLE PRICING RATES AND CHARGES (Cont'd)

5.8 Custom Calling Features

	<u>Minimum</u>	<u>Maximum</u>
5.8.1 Nonrecurring Charge	\$7.56	\$13.29
5.8.2 Recurring Charges:		
Anonymous Call Rejection	\$2.54	\$4.41
Automatic Call Return/*69	\$3.91	\$6.79
Busy Number Redial	\$3.60	\$6.25
Call Ability	\$8.00	\$13.89
Call Answering Business	\$10.81	\$18.76
Call Gate	\$4.50	\$7.81
Caller ID	\$6.19	\$10.75
Caller ID Intercept	\$4.21	\$7.31
Caller ID w/Name	\$8.00	\$13.89
Call Forwarding	\$5.40	\$9.38
Call Forwarding II	\$1.35	\$2.35
Call Forwarding Busy	\$1.80	\$3.13
Call Forwarding/Waiting/3-Way	\$7.56	\$13.13
Call Forwarding No Answer	\$1.80	\$3.13
Call Forwarding – Speed	\$11.93	\$20.73
Call Forwarding – Three	\$11.93	\$20.73
Call Forwarding Variable	\$6.30	\$10.94
Call Intercept	\$3.56	\$6.18
Call Manager Package	\$9.55	\$16.58
Call Return	\$3.28	\$5.69
Call Trace	\$0.90	\$1.56
Call Transfer	\$5.40	\$9.38
Call Waiting	\$8.51	\$14.76
Cancel Call Waiting	\$3.60	\$6.25
Class Call Block (Business)	\$11.70	\$20.31
Class Call Block (Residential)	\$5.40	\$9.38
Custom Calling Package - 2	\$11.93	\$20.73
Custom Calling Package – 3	\$11.93	\$20.73
Delayed Call Forwarding	\$1.80	\$3.13
Distinctive Ringing	\$5.85	\$10.16
Gold Number Service	\$5.40	\$9.38

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	<u>Minimum</u>	<u>Maximum</u>
5.8.2 Recurring Charges (Cont'd)		
Gold Variety Package	\$28.34	\$49.20
Last Number Redial/*69/Repeat Dialing	\$3.60	\$6.25
Internet Call Manager	\$4.23	\$7.35
Make Busy	\$8.52	\$14.80
Make Busy – Trunk	\$3.41	\$5.93
Mailbox Usage Charge	\$0.06	\$1.10
Missed Call Dialing	\$3.60	\$6.25
Multi-line Variety Pkg – Call Forwarding	\$0.46	\$0.80
Priority Call	\$1.85	\$3.23
Remote Call Forwarding-800 Svc – Interstate	\$13.19	\$22.91
Remote Call Forwarding – Addl. Line	\$13.19	\$22.91
Remote Call Forwarding/Remot Line Service	\$14.47	\$25.13
Repeat Dialing	\$2.48	\$4.31
Secretarial Answering Service	\$4.62	\$8.01
Select Forward	\$5.40	\$9.38
Sounddialing	\$24.64	\$42.79
Speed Calling(8)	\$4.54	\$7.88
Speed Calling (30)	\$4.54	\$7.88
Three Feature Custom Calling Package	\$15.00	\$34.00
Three Way Calling	\$4.54	\$7.88
Ultra Forward	\$1.74	\$3.01
Voice Dialing	\$4.01	\$6.95
Voice Mail (Business) w/msg wtg indicator	\$2.75	\$7.49
Voice Mail (Home)	\$6.59	\$11.44
Voice Mail Service – Level 1	\$5.40	\$9.38
Voice Mail Service – Level 2	\$10.81	\$18.76
Home Voice Mail Service	\$3.06	\$6.12

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SECTION 5 – FLEXIBLE PRICING RATES AND CHARGES (Cont'd)

5.9 Maintenance and Installation Charges

	<u>Minimum</u>	<u>Maximum</u>
5.9.1 <u>Maintenance Visit Charge</u>		
Recurring charge, per hour	\$17.26	\$29.98
5.9.2 <u>Telephone Maintenance Plan</u>		
Basic, monthly per line	\$2.46	\$4.26
5.9.3 <u>Inside Wire Insurance</u>		
Customer Access Point Wire	\$0.32	\$0.56
5.9.4 <u>Inside Wire Maintenance</u>		
Each	\$5.91	\$10.26
Plan, monthly per line	\$4.97	\$8.63
5.9.5 <u>Installation</u>		
Connect new/ addl' exchange access lines	\$25.43	\$73.20
Move, change or add service/equipment	\$14.40	\$25.24
Record type change only	\$9.45	\$20.19
5.9.6 <u>Non-routine Installation</u>		
Per installation	ICB	
5.9.7 <u>Central Office Exchange Access Line Charge</u>		
Connect new/ addl' lines	\$12.69	\$27.14
Change existing line	\$4.50	\$7.58

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SECTION 5 – FLEXIBLE PRICING RATES AND CHARGES (Cont'd)

5.10 Miscellaneous Service Charges

	<u>Minimum</u>	<u>Maximum</u>
5.10.1 <u>Reconnection</u>		
Non-recurring charge, per line	\$7.72	\$13.40
5.10.2 <u>IntraLATA Toll Presubscription</u>		
Per change: (after initial selection)	\$4.50	\$6.25
5.10.3 <u>Telephone Number Change</u>		
Per change:	\$18.17	\$31.49
5.10.4 <u>Returned Check Charge</u>		
Per returned check:	\$17.50	\$20.00
5.10.5 <u>Missed Appointment Charge</u>		
Per line:	\$90.00	\$156.25

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SECTION 5 – FLEXIBLE PRICING RATES AND CHARGES (CONT'D)

5.10 Miscellaneous Service Charges (Cont'd)

	<u>Minimum</u>	<u>Maximum</u>
5.10.6 <u>FCC Subscriber Line Charge</u>		
Monthly fee	\$8.73	\$15.16
5.10.7 <u>Universal Service Fee</u>		
Monthly fee	\$0.19	\$0.33
5.10.8 <u>End User Port Cost Recovery</u>		
Monthly fee	\$2.52	\$4.38
5.10.9 <u>Exchange Network Services</u>	\$0.55	\$0.95
5.10.10 <u>FCC Line Port Charge</u>	\$41.41	\$71.89
5.10.11 <u>Voice Circuit - Basic 2 Wire</u>	\$6.13	\$10.64
5.10.12 <u>Monthly Service Charge</u>	\$25.00	\$52.71
5.10.13 <u>Hunting Group Add/Change Order</u>		
Per Group	\$13.00	\$17.00
5.10.14 <u>Suspend for Non-payment Restoral Order</u>		
Per Line	\$8.00	\$12.00
5.10.15 <u>Feature Add/Change Order</u>		
Per Order	\$8.00	\$12.00
5.10.16 <u>Remote Call Forwarding Add/Change Order</u>		
Per Path	\$8.00	\$12.00

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SECTION 5 – FLEXIBLE PRICING RATES AND CHARGES (Cont'd)

5.10 Miscellaneous Service Charges (Cont'd)

	<u>Minimum</u>	<u>Maximum</u>
5.10.17 <u>Listed/Unlisted Designation:</u> <u>Add/Change Order</u> — Per Order	\$3.00	\$7.00
5.10.18 <u>Inside Wire or other Installation Orders</u>	ICB	ICB

5.11 Equipment

	<u>Minimum</u>	<u>Maximum</u>
5.11.1 Jack/s	\$5.40	\$9.38
5.11.2 Jack – 2 Wire Modular Baser	\$5.40	\$9.38
5.11.3 Common Equipment	\$17.15	\$29.79
5.11.4 Continuous Property Loop Chg – 2 Wire	\$4.02	\$6.99
5.11.5 Pair House and Riser Cable	\$2.75	\$4.79
5.11.6 Volume Control Handset	\$0.79	\$1.38

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SECTION 6 - LOCAL CALLING AREAS

6.1 Service Areas and Rate Groups

The Company's exchange areas and local calling areas are identical to those defined in the tariffs of the incumbent local exchange company serving each exchange area. To that end, the Company provides service in the exchange areas served by the following local exchange companies and concurs in their filed exchange areas, exchange rate classification criteria and exchange maps:

Verizon

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SECTION 7 - PROMOTIONAL, SPECIAL SERVICES AND TELECOMPETITIVE SERVICE OFFERINGS

7.1 General Description

From time to time, Company shall tariff rates or select tariffed rates, the purpose of and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which, if not matched or bettered, would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of the customer. Company either shall require customer confirmation of the competitive offer in writing or shall confirm the availability of a more favorable competitive rate from published tariffs, marketing materials, or other public sources to establish a customer's right to obtain a Promotional, Special Service and/or Telecompetitive Service offering.

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SECTION 7 - PROMOTIONAL, SPECIAL SERVICES AND TELECOMPETITIVE SERVICE
OFFERINGS (Cont'd)

7.2 Customer Loyalty Plan

Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth herein will receive a credit on either their 4th, 6th or 9th invoice as selected by Customer upon service initiation and as provided following.

7.2.1 For each three, five or eight invoices (for credit months 4, 6 and 9, respectively) of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

7.2.2 To be eligible for the 4th, 6th or 9th invoice free bonus, each Customer must:

- 7.2.2.A have initiated service;
- 7.2.2.B have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- 7.2.2.C have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- 7.2.2.D have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's ninth invoice; and
- 7.2.2.E pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated preceding.

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS

8.1 Definitions

Handicapped Person: A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

- Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.
- Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.
- Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.
- The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:
- Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.
- Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.2 Special Equipment for The Hearing or Speech Impaired Customer

- 8.2.1 As required by Section 92-a of New York State Public Service Law, the Company will provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.
- 8.2.2 A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of New York.
- 8.2.3 The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- 8.2.4 The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 8.2.5 The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

8.3 Discounted Service for The Hearing or Speech Impaired Customer

8.3.1 General

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either uses non-voice equipment or makes calls through an interpreter, will receive, upon application to the Company, a 50% discount on local message rate service.

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.3 Discounted Service for The Hearing or Speech Impaired Customer (Cont'd)

8.3.2 Certification

Acceptable certifications are:

- a. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of New York, or
- b. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

8.3.3 Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See Section 8.1, "Handicapped Person," for a listing of the necessary qualifications.

8.3.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

8.4 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.5 New York Relay Service

8.5.1 General

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

8.5.2 Regulations

- a. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- c. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- d. The following calls may not be placed through the Relay Service:
 1. calls to informational recordings and group bridging service;
 2. calls to time or weather recorded messages;
 3. station sent paid calls from coin telephones; and
 4. operator-handled conference service and other teleconference calls.

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.5 New York Relay Service

8.5.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

8.6 Special Credit Card for Blind and Disabled Persons

8.6.1 General

Persons who are blind or whose disability causes difficulty with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the state of New York at a special rate or to place calls from a telephone outside of the Company's territory, but within the state of New York at rates applicable to the territory from which the call is made.

8.6.2 Rates

Within the Company's Territory:

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card will be billed at the higher operator handled rate.

Outside the Company's Territory, but within New York State:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.6 Special Credit Card for Blind and Disabled Persons (Cont'd)

8.6.3 Qualification

The follow criteria will be used to determine eligibility for the Special Credit Card:

1. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.
2. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as result of physical limitations.
3. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or noncoin telephone. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist.

8.6.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

1. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. in this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
2. Another party may agree to accept responsibility for payment of charges incurred through use of the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.7 Schools and Libraries Discount Program

8.7.1. General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A schools level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. to be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules.

Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.7 Schools and Libraries Discount Program

8.7.2. Regulations

- a. Obligation of eligible schools and libraries - Requests for service
 1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
 2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC and follow established procedures.
 3. Services requested will be used for educational purposes.
 4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.
- b. Obligations of the Company
 1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.
 2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
 3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.7 Schools and Libraries Discount Program

8.7.3. Discounted Rates for Schools and Libraries

- a. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- b. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- c. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- d. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

8.8 Health Care Providers Support Program

8.8.1. General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

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Revision: 0
Superseding Revision:

Effective Date: October 18, 2017

SECTION 8 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.8 Health Care Providers Support Program (Cont'd)

8.8.1. General (Cont'd)

- a. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- b. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- c. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- d. Responsibility of eligible health care providers
 1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 4. A health care provider that cannot obtain toll free access to an Internet Service Provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.8 Health Care Providers Support Program (Cont'd)

8.8.3. Rates and Charges (Cont'd)

- b. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- c. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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SECTION 8 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

ATTACHMENT

A. Services ineligible for Schools and Libraries Discount

1. Voice Mail Services

B. Schools and Libraries Discount Matrix

	% Discount Level	
How Disadvantaged	Urban Discount	Rural Discount
% of students eligible for national school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90