

NOS COMMUNICATIONS, INC.

d/b/a 011 Communications

d/b/a International Plus

d/b/a The Internet Business Association

d/b/a Iwantage Network Solutions

d/b/a Blueridge Telecom Systems

New York P.S.C. No. 2 –Access Services

Leaf 1

Revision: 0

Superseding Revision:

Effective Date: August 31, 2017

**THIS TARIFF, NEW YORK P.S.C. NO. 2, SUPERCEDES AND REPLACES
IN ITS ENTIRETY NOS COMMUNICATIONS, INC. TARIFF NO. 8**

This Tariff contains the regulations and schedule of intrastate charges applicable to the provision of access service and facilities within the state of 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.

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 2****Revision: 0****Superseding Revision:****CHECKSHEET**

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*** New or revised sheet**

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

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purposes indicated below.

- C - To signify a changed regulation
- D - To signify a discontinued rate or regulation
- I - To signify a rate increase
- M - To signify a matter moved or relocated without change
- N - To signify a new rate or regulation
- R - To signify a rate reduction
- S - To signify a reissued matter
- T - To signify a change in text but no change in rate, regulation or charge
- Z - To signify a correction

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 8****Revision: 0****Superseding Revision:****APPLICATION OF TARIFF**

This Tariff contains the regulations and rates applicable to intrastate switched access services provided by Company within the state of New York. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by another local exchange telephone company or other common carrier for use in accessing the services of Company.

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SECTION 1 - DEFINITION OF TERMS

Access Service Request/ASR: See Service Order.

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

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.

Bit: The smallest unit of information in the binary system of notation.

Commission: New York 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.

Connection to the PSTN: Any service or facility provided by a carrier that provides the purchaser of the service or facility with the ability to send calls to the PSTN, and to receive calls from the PSTN, based on one or more standard telephone numbers which are assigned by that carrier to the service or facility and which are listed in the database of the Number Portability Administration Center as assigned to that carrier.

Customer: The person, firm or corporation which purchases service and is responsible for the payment of charges and compliance with the Company's regulations. For purposes of this Tariff, Customer may be an End User or a carrier-Customer.

Direct Trunked Transport: The term "Direct Trunked Transport" refers to any service or arrangement that is functionally equivalent to the facilities and/or services normally referred to as "direct trunked transport" when purchased in connection with switched access services provided by an incumbent local exchange carrier. The term generally refers to transport dedicated to the use of a single Customer without switching at a tandem Switch, between the Serving Wire Center and an End Office, or between two Customer-designated End Offices. Depending on the specific arrangements provided to a Customer, Direct Trunked Transport may consist of a connection between the Customer's location and/or the Serving Wire Center, and a Company tandem switch.

End Office: The term "End Office" denotes the switching system office or serving wire center (or functionally equivalent or analogous facilities) from which End Users receive exchange service. By way of example, system(s) or facility (ies) in a carrier's network which host telephone numbers listed in the database of the Number Portability Administration Center as assigned to the carrier, constitute an "End Office."

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SECTION 1 - DEFINITION OF TERMS (CONT.)

End Office Access Service: For the purpose of this Tariff, End Office Access Service shall mean: (1) The switching of access traffic at the carrier's end office switch and the delivery of such traffic to or from the called party's premises; (2) The routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used; or (3) Any functional equivalent of the incumbent local exchange carrier access service provided by Company including local switching, the carrier common line rate elements, and intrastate access services. End Office Access Service rate elements for Company includes any functionally equivalent access service. (4) The origination and termination of interexchange telecommunications traffic to any end user, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service, as defined in 47 U.S.C. § 153(25), or a non-interconnected VoIP service, as defined in 47 U.S.C. § 153(36), that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used.

End User: For purposes of this Tariff, the term "End User" means any person, corporation, partnership, or any other entity that purchases a service or facility from a Local Exchange Carrier (including the Company) that has one or more North American Numbering Plan numbers associated with the service, which numbers are listed in the database of the Number Portability Administration Center as assigned to the Local Exchange Carrier, and which are used to switch traffic to and/or from the service. By way of example and not limitation, an End User may include an individual, a small or medium-sized business, a business that purchases connection(s) for a PBX or functionally equivalent or analogous equipment, a dial-up Internet Service Provider, and/or a provider of interconnected VoIP service (as that term is defined in the Commission's rules) that obtains its Connection to the PSTN from the Local Exchange Carrier.

Entrance Facility: The term "Entrance Facility" refers to any service or arrangement provided by the Company that, in the context of the Company's network configuration, is functionally equivalent to facilities and/or services normally referred to as "entrance facilities" when purchased in connection with switched access services provided by an incumbent local exchange carrier. The term generally refers to transport from the Customer's point of demarcation to the Serving Wire Center (or functionally equivalent facility/location on the Company's network). Depending on the specific arrangements provided to a customer, an Entrance Facility may consist of a connection between the Customer's location and a Company tandem switch. Under this Tariff an Entrance Facility will normally be purchased in connection with Customer provided Transport.

FCC: Federal Communications Commission

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

Interconnect Carrier: Any carrier that connects to Company's network for exchange of communications traffic.

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

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

Line or Trunk: a transmission medium for communications, including but not limited to radio, satellite, wire, cable and optical fiber, including associated electronic or other equipment used to permit such medium to function.

Local Switch, Local Switching: "Local Switching" refers to any service or arrangement provided by the Company that is functionally equivalent to facilities and/or services normally referred to as "local switching" when purchased in connection with switched access services provided by an incumbent local exchange carrier. By way of illustration and not limitation, the term typically refers to Switching performed by a Local Exchange Carrier (including, without limitation, the Company) that routes traffic between an End User's Connection to the PSTN and either (a) a Customer's network (including by means of Company-provided connections between a Company Switch and the Customer's network) or (b) a Tandem Switch provided by the Company or a third party.

Loop: Lines, trunks, or other facilities connected to an End Office Switch that are used to provide a Connection to the PSTN.

Major Service Interruption: An interruption of Customer service due to the Company's negligence or due to its noncompliance with the provisions of this Tariff.

PIU: Percent Interstate Usage

Premises: The space occupied by a Customer, Authorized User or Joint User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

PSTN: The public switched telephone network, sometimes referred to as the public switched network, consisting of the networks of all carriers that are interconnected with each other, directly or indirectly, and that route telephone calls to and from their entry and exit points on the network on the basis of 10-digit telephone numbers of the form NPA-NXX-XXXX.

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

Service/Services: intrastate switched and/or special access services provided by the Company pursuant to this Tariff.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. In the case of Third-Party Tandem Switch Connection service ordered under option (2) of Section 12.1.1.2, the Service Commencement Date is the date on which the Customer first sends Switched Access Service traffic to the Company or accepts Switched Access Service traffic from the Company.

Service Order: A written request for Company Services that may be submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company will initiate the respective obligations of the parties as set forth herein, but the duration of the service is calculated from the Service Commencement Date.

Serving Wire Center: A facility or location on the Company's network that is capable of providing service to Customers in the geographic area in which a Customer's point of demarcation is located. The term is intended to include all locations on the Company's network that perform the functional equivalent of the functions performed by an incumbent local exchange carrier's serving wire center.

Session Interface Protocol (SIP): An application-layer protocol for signaling and controlling multimedia communication sessions, including but not limited to voice and video calls, conferencing and Internet telephony.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Switch, Switching, Switched: The term "switching" refers to any technical means by which a communication is directed from an origination point or input source onwards towards a destination or output location. Switching may include (without limitation) either circuit or packet switching, and switching of communications individually (including, if applicable, individual packets) or in groups, depending on the technology deployed. A "switch" is a device, software, or any technical arrangement that performs or accomplishes switching. A communication is "switched" when it passes through a switch. By way of example but not limitation, any device which determines how to route calls based on the digits of a telephone number within the North American Numbering Plan is a "switch."

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SECTION 1 - DEFINITION OF TERMS (CONT.)

Switched Access Service: Access to the switched network of an Exchange Carrier, as defined in the Communications Act of 1934, as amended, for the purpose of originating or terminating communications.

Tandem Switching: The term “Tandem Switching” refers to any service or arrangement provided by the Company that, in the context of the Company’s network configuration, is functionally equivalent to facilities and/or services normally referred to as “tandem switching” when purchased in connection with switched access services provided by an incumbent local exchange carrier. By way of illustration and not limitation, the term typically refers to Switching performed by a Local Exchange Carrier (including, without limitation, the Company) that routes traffic between an End Office and a Customer, or between two End Offices.

Tandem Switched Transport: The term “Tandem Switched Transport” refers to any service or arrangement provided by the Company that, in the context of the Company’s network configuration, is functionally equivalent to facilities and/or services normally referred to as “tandem switched transport” when purchased in connection with switched access services provided by an incumbent local exchange carrier. By way of illustration and not limitation, the term typically refers to the service involved in transmitting traffic to or from a Customer between the Serving Wire Center and an End Office Switch or between the End Office Switch and a Tandem Switch.

Tariff: the terms and conditions, rates and charges and descriptions of services applicable to Company’s provision of switched and/or special access services that are included in this document, as currently filed and in effect with the Commission.

Toll VoIP-PSTN Traffic: The term Toll VoIP-PSTN Traffic denotes a Customer’s interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an End User customer of a service that requires IP-compatible customer premises equipment.

Transmission: The sending of electrical or optical signals over a line to a destination.

Trunk: See Line.

User: Any person or entity making use of the services provided by Company under this Tariff, including but not limited to Customer and its agents, Joint User(s), other carriers, Authorized Users and End Users. The Customer is responsible for all charges arising from use of the Services provided to it by Company under this Tariff by any party, whether or not that party is authorized for such use or for any use of Company or Customer services.

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New York P.S.C. No. 2 –Access Services**Leaf 14****Revision: 0****Superseding Revision:****Effective Date: August 31, 2017**

SECTION 2 - UNDERTAKING OF THE COMPANY**2.1 General**

2.1.1 The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

2.1.2 Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.

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

2.2 Description of Service

The Company's Service consists of any of the switched access services offered pursuant to this Tariff, either individually or in combination. Each business service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

2.3 Application for Service

Unless otherwise specified herein, Customers desiring to obtain the Company's Service must complete the Company's standard service order form(s).

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- 2.4.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.
- 2.4.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as supplemented by any third-party facilities the Company may obtain from other carriers, at its sole discretion, in order to furnish service.
- 2.4.3 If the Company receives a request for Service pursuant to this Tariff that cannot be fulfilled due to a lack or shortage of facilities, the Company may reach agreement with the entity requesting the service to undertake to construct or obtain the necessary facilities, in accordance with the terms of Section 11 of this Tariff.

2.5 Terms and Conditions

- 2.5.1 Except for Third-Party Tandem Switch Connection service, as defined in Section 14.4, Service shall be provided on the basis of a minimum period of one (1) year ("Initial Term"). Either Party may terminate the Service, effective upon expiration of the Initial Term, by providing written notice of at least 30 days to the other Party.
- 2.5.2 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.3 At the expiration of the Initial Term specified in each Service Order, or in any extension thereof, Service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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2.5.4 In any action between the parties to enforce any provision of this Tariff, each Party shall bear their own costs including attorney's fees, court costs, and all other related expenses.

2.5.5 This Tariff shall be interpreted and governed by the laws of the United States without regard for its choice of laws provision.

2.6 Liability of the Company

2.6.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 9.0. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.

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

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

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

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 17****Revision: 0****Superseding Revision:****SECTION 2 - UNDERTAKING OF THE COMPANY (CONT.)****2.6 Liability of the Company (cont.)**

2.6.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.

2.6.6 The Company is not liable for any defacement of or damage to Customer or User premises or other property resulting from the furnishing of services or equipment on such premises or the installation, maintenance, repair or removal of equipment and associated wiring, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees.

2.6.7 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by New York.

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

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

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 18****Revision: 0****Superseding Revision:****SECTION 2 - UNDERTAKING OF THE COMPANY (CONT.)****2.6 Liability of the Company (cont.)**

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

2.7 Notification of Service-Affecting Activities

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

2.8 Provision of Equipment and Facilities

- 2.8.1 All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.8.2 The Company undertakes to use reasonable efforts to make Service available to a Customer on or before a specified date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff.
- 2.8.3 The Company undertakes to use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company. The Company has no responsibility or liability for the functionality or maintenance of facilities and/or equipment provided by the Customer, User or Joint User.

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 19****Revision: 0****Superseding Revision:****SECTION 2 - UNDERTAKING OF THE COMPANY (CONT.)****2.8 Provision of Equipment and Facilities (Cont.)**

- 2.8.4 Equipment the Company provides or installs at the Customer's premises for use in connection with the Service shall be used solely as intended by the Company for the provision of Service and shall not be used for any purpose other than that for which the Company provided the equipment.
- 2.8.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when a service difficulty or trouble report results from the use of equipment or facilities provided by the Customer, Joint User, Authorized User or any User.
- 2.8.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
- 2.8.6.1 The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- 2.8.6.2 The reception of signals by Customer provided equipment. The Customer, Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 20****Revision: 0****Superseding Revision:****SECTION 2 - UNDERTAKING OF THE COMPANY (CONT.)****2.8 Provision of Equipment and Facilities (Cont.)**

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

2.8.8 The Company's Service and/or associated equipment and facilities may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers.

2.9 Non-routine Installation

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

2.10 Ownership of Facilities

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

2.11 Continuity of Service

In the event that the Company has sufficient advance knowledge of an impending interruption of service that will last for a period exceeding one day, the Company will, if feasible, notify affected Customers in writing, by mail, at least one week in advance.

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New York P.S.C. No. 2 –Access Services**Leaf 21****Revision: 0****Superseding Revision:****SECTION 2 - UNDERTAKING OF THE COMPANY (CONT.)****2.12 Governmental Authorizations**

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

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 22****Revision: 0****Superseding Revision:****SECTION 3 - OBLIGATIONS OF THE CUSTOMER****3.1 General**

The Customer shall be responsible for:

- 3.1.1 the payment of all charges arising from use of the Service(s) provided to Customer by Company under this Tariff by any User;
- 3.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 3.1.4 any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 23****Revision: 0****Superseding Revision:****SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT.)****3.1 General (Cont.)**

- 3.1.6 identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 3.1.7 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under section 3.1.4; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 3.1.8 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.1.9 making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

3.2 Prohibited Uses

- 3.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 3.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 3.2.3 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.

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

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

3.2.5 Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.

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

3.2.6 Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.

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

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 25****Revision: 0****Superseding Revision:****SECTION 3 – OBLIGATIONS OF THE CUSTOMER (CONT.)****3.3 Claims**

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

- 3.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;
- 3.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- 3.3.3 any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

3.4 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Switched Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

- 3.4.1 Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis as specified below. Originating access minutes will be measured as follows, based on type of access:

- 3.4.1.1 For Feature Group D Switched Access Services, as defined in Section 13.2.1, where the Company can determine jurisdiction by its call detail, the projected PIU will be developed by the Company on a quarterly basis by dividing the measured interstate originating minutes by the total originating access minutes.

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3.4.1.2 For Feature Group D with 950 Access as defined in Section 13.2.1, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.

3.4.1.3 For 500, 700, 800, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

3.4.1.4 If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

3.4.2 Terminating Access: For Feature Group D Switched Access Services, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 3.4.4 below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis at the same percentage as the originating PIU.

3.4.3 Except where the Company measured access minutes are used as set forth in 3.4.1 above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

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3.4.4 Effective on the first day of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first day of such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request or, in the absence of an Access Service Request PIU, the Company will set the projected PIU on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

3.4.5 Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

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This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise by the F.C.C. in its Report and Order in WC Dockets Nos. 10-90, etc., F.C.C. Release No. 11-161 (November 18, 2011) (F.C.C. Order). Specifically, this section establishes the method of separating VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the F.C.C. Order. VoIP-PSTN Traffic identified in accordance with this Tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as set forth in the Company's FCC Tariff No. 3, on file with the Federal Communications Commission.

Calculation and Application of Percent-VoIP- Usage Factors

- a. The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be assessed by applying an originating Percent VoIP Usage (PVU) factor to the total intrastate access MOU originated by a Company end user and delivered to the Customer and by applying a terminating PVU factor to the total intrastate access MOU terminated by a Customer to the Company's end user.
- b. The Customer will calculate and furnish to the Company an originating PVU factor representing the whole number percentage of the Customer's total originating intrastate access MOU that the Customer exchanges with the Company in the LATA that is received from the Company and that is terminated in IP format and that would be billed by the Company as intrastate access MOU.
- c. The Customer will calculate and furnish to the Company a terminating PVU factor representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer exchanges with the Company in the LATA that is sent to Company and which originated in IP format and that would be billed by the Company as intrastate access MOU.

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- d. The Customer will calculate and furnish to the Company a terminating PVU factor representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer exchanges with the Company in the LATA that is sent to Company and which originated in IP format and that would be billed by the Company as intrastate access MOU.
- e. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.
- f. Both the Customer provided originating PVU and the terminating PVU shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.
- g. The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.
- h. The Company shall use default factors until such time as Customer supplies such factors. For this purpose, Company will utilize a PVU equal to the percentage of VoIP subscribers in the state based on the Local Competition Report, as released periodically and/or such other reports as the Company deems appropriate and reasonable. Under the Local Competition report methodology, the PVU will be the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in a state divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines.

- 3.4.7 The preceding section 3.4.6 will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with FCC orders, rules and regulations

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- a. The Company will exercise best efforts to implement the Customer's PVU factors into its billing system promptly. Once the factors can be implemented the Company will adjust the Customer's bills to reflect the PVU factors prospectively in the next bill period.
- b. The Company may choose to provide credits based on the reported PVU factors on a quarterly basis until such time as the billing system modifications can be implemented.

3.4.9 PVU Factor Update

The Customer may update the PVU factors quarterly using the method set forth in 3.4.6, preceding. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, revised PVU factors based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factors will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors. No prorating or back billing will be done based on the updated PVU factors.

3.4.10. PVU Factor Verification

- a. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the Customer's PVU factors furnished to the Company in order to validate the PVU factors supplied. The Customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Company's request.

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b. The Company may dispute the Customer's PVU factor based upon:

- A review of the requested data and information provided by the Customer,
- The Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data.
- A change in the reported PVU factor by more than five percentage points from the preceding quarter.

c. If after review of the data and information, the Customer and the Company establishes revised PVU factors, the Company will begin using those revised PVU factors with the next bill period.

d. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU factor to no more than twice per year. The Customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Customer.

- In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU factors, the Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the Customer. These PVU factors will remain in effect until the audit can be completed.
- During the audit, the most recent undisputed PVU factors from the previous reporting period will be used by the Company.
- The Company will adjust the Customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the Customer.
- If the audit supports the Customer's PVU factors, the usage for the contested periods will be adjusted to reflect the Customer's audited PVU factors.

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New York P.S.C. No. 2 –Access Services**Leaf 32****Revision: 0****Superseding Revision:****Effective Date: August 31, 2017**

SECTION 4 - PAYMENT ARRANGEMENTS**4.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Users, regardless of whether those Services are used by the Customer itself or are resold or shared with, or in any respect, however intentionally, made available to other persons.

4.2 Billing and Collection of Charges

- 4.2.1 Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- 4.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- 4.2.3 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days from the date of the Invoice.
- 4.2.4 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 4.2.5 Billing of the Customer by the Company will begin on the Service Commencement Date, billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 4.2.6 Each Invoice shall be paid by check, ACH Transfer, Check by Fax, or via wire transfer in immediately available U.S. funds, so that the payment is received by Company no later than thirty (30) calendar days from the date of the Invoice (the "Due Date"). If any undisputed portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.

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4.2.7 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, a \$20.00 fee will be assessed per check returned.

4.2.8 Although it is the intent of the Company to submit timely statements of charges, failure by the Company to do so in a timely manner shall not constitute a breach of the Company's obligations under this Tariff or a waiver of the Company's right to payment of the incurred charges, and, except for the assertion by the Customer that the Company's right to payment is barred by an applicable statute of limitations, the Customer shall not be entitled to dispute the Company's bill(s) based on the Company's failure to submit them in a timely fashion.

4.2.9 Switched Access Services Provided By More Than One Local Exchange Carrier

4.2.9.1 General

When Switched Transport service is provided by more than one Local Exchange Carrier, the carriers involved will mutually agree upon one of the billing methods below. The Multiple Bill Option will be used unless the Company specifies otherwise in writing. The Customer will place the ASR as specified in Section 12 of this Tariff.

4.2.9.2. Meet Point Billing.

Meet Point Billing is required when an access service is provided by multiple Local Exchange Carriers for FGB or FGD Switched Access services.

There are two Meet Point Billing Options – Single Bill and Multiple Bill. The Company shall notify the Customer of: (a) the Meet Point Billing Option that will be used; (b) the Local Exchange Carrier(s) that will render the bill(s); (c) the Local Exchange Carrier(s) to whom payment(s) should be remitted, and (d) the Local Exchange Carrier(s) that will provide the bill inquiry function.

The Company shall provide such notification at the time that an ASR is placed requesting access service. Additionally, the Company shall provide this notice in writing 30 days in advance of any change

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The Single Bill Option allows the Customer to receive one bill from one Local Exchange Carrier or its billing agent for access services.

The Local Exchange Carrier(s) that renders the bill to the Customer may provide to the Customer, cross references to the other Local Exchange Carrier(s) service and/or the common circuit identifiers based upon industry standards as contained in the Multiple Exchange Carrier Access Billing (MECAB) Guidelines. Should a billing dispute arise, the terms and conditions of the Billing Company(s) will apply.

For usage rated access services the access minutes of use will be compiled by the Initial Billing Company and used by the Initial Billing Company and any subsequent Billing Company(s) for the development of access charges.

(x) The Initial Billing Company for FGB and FGD Switched Access services is normally the Local Exchange Carrier providing the End User's serving office and for WATS usage the Initial Billing Company is normally the WATS serving office. When the Initial Billing Company is other than the normally designated Local Exchange Carrier, the Local Exchange Carrier will notify the Customer.

(y) The Subsequent Billing Company(s) is any Local Exchange Carrier(s) in whose territory a segment of the Switched Transport Facility is provided and/or where the customer designated location is located.

The Single Bill option provides three billing alternatives, Single Bill/Single Tariff, Single Bill/Pass-Through Billing and Single Bill/Multiple Tariff which are described following:

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SECTION 4 – PAYMENT ARRANGEMENTS (CONT.)**4.2 Billing and Collection of Charges (Cont.)****4.2.9 Switched Access Services Provided By More Than One Local Exchange Carrier (Cont.)****4.2.9.2. Meet Point Billing. (Cont.)****4.2.9.2.1 Single Bill Option. (Cont.)****4.2.9.2.1.1 Single Bill/Single Tariff.**

Each Local Exchange Carrier will receive an ASR or a copy of the ASR from the Customer as specified in Section 12 of this Tariff and arrange to provide the service. The Initial Billing Company will: (a) determine the applicable charges and bill in accordance with its tariff; (b) include all recurring and nonrecurring rates and charges of its tariff; and (c) forward the bill to the Customer.

The Customer will remit the payment to the Initial Billing Company.

4.2.9.2.1.2 Single Bill/Pass-Through Billing.

Each Local Exchange Carrier will receive an ASR or a copy of the ASR from the Customer as specified in Section 12 of this Tariff and arrange to provide the service. Each Local Exchange Carrier will: (a) determine its portion of Switched Transport as in Section 4.2.9.2.3; (b) determine the applicable charges and bill in accordance with its tariff; (c) include all recurring and nonrecurring rates and charges of its tariff; and (d) forward the bill to the Initial Billing Company for meet point billed access services.

The Initial Billing Company will: (w) apply usage data, when needed, to the bill and calculate the charges; (x) identify each involved Local Exchange Carrier's charges separately on the bill; (y) combine all the bills of the involved Local Exchange Carriers of a meet point billed access service into one access bill; (z) forward the bill to the Customer; and (q) advise the Customer how to remit the payment, either directly to each Local Exchange Carrier involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the Customer with written authorization for the payment arrangement.

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Each Local Exchange Carrier will receive an ASR or a copy of the ASR from the Customer as specified in Section 12 of this Tariff and arrange to provide the service. The Initial Billing Company will: (a) determine each Local Exchange Carrier's portion of switched transport as set forth in Section 4.2.9.2.3; (b) determine the applicable charges and bill in accordance with each Local Exchange Carrier's tariff; (c) include all recurring and nonrecurring charges for each involved Local Exchange Carrier; (d) identify each involved Local Exchange Carrier's charges separately on the bill; (e) forward the bill to the Customer; and (f) advise the Customer how to remit the payment, either directly to each Local Exchange Carrier involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the Customer with written authorization for the payment arrangement.

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The Multiple Bill option allows all Local Exchange Carriers providing service to bill the Customer for their portion of a jointly provided access service. Each Local Exchange Carrier will: (a) determine its portion of the Switched Transport as set forth in Section 4.2.9.2.3; (b) determine the applicable charges and bill in accordance with its tariff; (c) include all recurring and nonrecurring rates and charges of its tariff; and (d) forward the bill to the Customer. In cases where the Company provides Tandem Switching and transport functions, the Local Exchange Carrier that provides end office and related functions may choose to bear the Company's charges in connection with switched access services provided jointly by the Company and such other Local Exchange Carrier. Where the other Local Exchange Carrier so chooses, the Company will bill such other Local Exchange Carrier for its services, and the other Local Exchange Carrier shall render appropriate bills for its services to the Customer in accordance with its own tariffs.

The Customer will remit the payments directly to each Local Exchange Carrier.

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Each Local Exchange Carrier's portion of the Switched Transport mileage will be determined as follows:

- For Switched Access Tandem-Switched Transport Services, determine the appropriate Tandem-Switched Transport - Facility total miles by computing the number of miles from the access tandem to the relevant serving wire center (i.e., End User serving wire center, or WATS Serving Office), using the V&H method as set forth in the NECA Tariff FCC No. 4. For Switched Access Direct-Trunked Transport determine the appropriate Direct-Trunked Transport total miles by computing the number of miles between the relevant serving wire centers involved (i.e., Customer designated location serving wire center, Hub Wire Center, WATS Serving Office, end office, or access tandem) using the V&H method as set forth in the NECA Tariff FCC No. 4. Where the calculated miles include a fraction, the value is rounded up to the next full mile. Notwithstanding the foregoing, the total mileage from a Company tandem to a subtending end office shall be capped at ten (10) miles irrespective of actual airline miles.
- Determine the billing percentage (BP), as set forth in the NECA Tariff FCC No. 4. This represents the portion of the Service provided by each Local Exchange Carrier.
- For Switched Access Tandem-Switched Transport; (a) multiply the number of access minutes of use times the number of airline miles as set forth in [1.2.3.1], times the BP of each Local Exchange Carrier as set forth in [1.2.3.2], times the Tandem-Switched Transport - Facility rate; (b) multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations.

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SECTION 4 – PAYMENT ARRANGEMENTS (CONT.)**4.2 Billing and Collection of Charges (Cont.)****4.2.9 Switched Access Services Provided By More Than One Local Exchange Carrier (Cont.)****4.2.9.2. Meet Point Billing (Cont.)****4.2.9.2.3. Meet Point Billing Mileage Calculation. (Cont.)**

Example of Billing Percentage (BP) Method Using the Multiple Bill Option:

The Tandem-Switched Transport - Facility between Office X and Office Y is jointly provided by telephone companies A and B. The following example reflects the rate for Local Exchange Carrier A. Rates for Local Exchange Carrier B would

- Airline miles from Local Exchange Carrier A (office X) to Local Exchange Carrier B (office Y) = 10 airline miles as set forth in NECA Tariff FCC No. 4.
- Billing Percentage for each Local Exchange Carrier (from NECA Tariff FCC No. 4).
 - Local Exchange Carrier A = 40%
 - Local Exchange Carrier B = 60%

4.2.9.2.4 Access Minutes for Local Exchange Carrier A = 9000.**4.2.9.2.5 Tandem-Switched Transport - Facility rate for Local Exchange Carrier A = SWT FAC**

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NOTE: The Tandem-Switched Transport - Termination rate does not apply in situations where there is an intermediate, non-terminating Local Exchange Carrier involved in the provision of the Switched Transport Facility.

Formula:

Access Minutes (AM) x Airline Miles (ALM) x Billing Percentage (BP) x Tandem-Switched Transport Facility Rate (SWT FAC) + [Tandem-Switched Transport - Termination Rate (SWT TERM) x Access Minutes (AM) x Quantity of Terminations (TERMS)] = Total

Calculation:

Local Exchange Carrier A

AM ALM BP SWT FAC SWT TERM AM TERMS

9,000 x 10 x .40 x SWT FAC + [SWT TERM x 9,000 x TERMS]=TOTAL

4.2.9.2.7 For Switched Access Direct-Trunked Transport, multiply the number of airline miles as in (1), times the BP for each Local Exchange Carrier as in (2), times the Direct-Trunked Transport Facility rate elements. For DS1 and DS3 Direct-Trunked Transport, multiply the Direct-Trunked Transport Termination rate times the number of terminations provided by the Local Exchange Carrier.

4.2.9.3 All other appropriate recurring and nonrecurring charges in each Local Exchange Carrier's Access tariff are applicable.

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SECTION 4 – PAYMENT ARRANGEMENTS (CONT.)**4.2 Billing and Collection of Charges (Cont.)****4.2.9 Switched Access Services Provided By More Than One Local Exchange Carrier (Cont.)**

4.2.9.4 Where the Tandem-Switched Transport - Facility is provided by more than one Local Exchange Carrier, the Tandem-Switched Transport - Termination rate applies for the termination at the Local Exchange Carrier end of the Tandem-Switched Transport (i.e., the first point of Local Exchange Carrier switching or the End Office serving the End User). The Tandem-Switched Transport - Termination rate will not apply when the Local Exchange Carrier is the intermediate provider of the Switched Transport Facility.

4.2.9.5 The Interconnection Charge for Switched Transport, if any, shall be billed by the Local Exchange Carrier in whose territory the end office is located.

4.2.9.6 The Shared Trunk Port for Tandem-Switched Transport shall be billed by the Local Exchange Carrier in whose territory the end office is located.

4.2.9.7 For tandem routed trunks, the dedicated trunk port shall be billed by the Local Exchange Carrier owning the tandem. For end office direct routed trunks, the dedicated trunk port shall be billed by the Local Exchange Carrier owning the end office on a single bill, single tariff or multiple bill, multiple tariff meet point billing arrangement.

4.2.9.8 The shared multiplexing charge will be assessed to the Interexchange Carrier/Customer by the Local Exchange Carrier owning the access tandem under the multiple bill, multiple tariff meet point billing option, and to the initial billing company, by the Local Exchange Carrier owning the access tandem, under the single bill, single tariff meet point billing option.

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- 4.3.1 To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.
- 4.3.2 A customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

4.4 Deposits

- 4.4.1 The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.
- 4.4.2 A deposit will be required under the following conditions:
- 4.4.2.1 Applicant does not have verifiable credit with the Company or any affiliate of the Company anywhere within the region in the same or similar business; or
- 4.4.2.2 Applicant has had previous verifiable Service with the Company or any of the Company's affiliates anywhere within the region but has an outstanding and unpaid bill for service; or has not established satisfactory credit. Satisfactory credit for a Customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.
- 4.4.2.3 Applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously provided.

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- 4.4.3 An initial deposit or an additional deposit will be required of an existing Customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of service for nonpayment during the previous twelve month period.
- 4.4.4 The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.
- 4.4.5 Any deposit required of an existing Customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:
- 4.4.5.1 In the event service is suspended for a Customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
- 4.4.5.2 In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the Customer without further notice.
- 4.4.6 The amount of the deposit shall be the estimated charges for the Service which will accrue for a 2 and one half-month period. All applicants and existing Customers shall be treated uniformly for the determination and application of deposits.

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- 4.4.7 When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for Service is a current IXC Customer with at least two years continuous service, whose payment history for the most recent twelve month period is satisfactory.
- 4.4.8 The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.
- 4.4.9 The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
- 4.4.10 If the Customer is a natural person who is a candidate for political office or is a person or organization acting on behalf of a candidate for political office the deposit requirement will be adjusted monthly to reflect twice the current month's actual billing. Under these circumstances, a security, i.e., surety bond or bank letter of credit equal to the Company's deposit requirement will be the only acceptable substitutes for a cash deposit.
- 4.4.11 The rate of interest to be paid on Customer deposits will be the lesser of 6% or an amount determined by the Commission.
- 4.4.12 When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of Service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.

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- 4.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 4.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 4.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability. The Company will provide a written notice of the disconnection at least five (5) days before the date of disconnection.
- 4.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.
- 4.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 4.5.6 Upon the Company's discontinuance of service to the Customer under paragraphs 4.5.1 or 4.5.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).

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4.5.7 Any Customer or Applicant for Service requesting the opportunity to dispute any action or determination of company under applicable Commission rules shall be given an opportunity for a supervisory review by the Company immediately following Customer's request for such review. Service will not be disconnected pending completion of the review.

4.6 Cancellation of Application for Service

4.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

4.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).

4.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4.6.4 The special charges described in paragraphs 4.6.1 through 4.6.3, above, will be calculated and applied on a case-by-case basis.

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

4.8 Taxes

The Customer is responsible for the payment of any state or federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by the State of New York in connection with the provision of communications services, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from Customers in accordance with applicable tax laws. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. Consistent with applicable regulations, these charges will not apply to services provided to a Customer that is a telecommunications carrier, to the extent that Customer purchases the services for resale to, or as a wholesale input to services provided to, end users, and provides Company with such additional documentation as Company may require to certify that Customer is purchasing the services for resale and will itself remit appropriate payment of charges to the appropriate agencies.

4.9 Disputed Bills

4.9.1 The Customer may dispute a bill in good faith only by written notice to the Company. Unless such notice is received within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business), the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission. Such claim must identify in detail the basis for the dispute, and if the Customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute.

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 48****Revision: 0****Superseding Revision:****SECTION 4 - PAYMENT ARRANGEMENTS (CONT.)****4.9 Disputed Bills (Cont.)**

4.9.2 The date of the dispute shall be the date on which the Customer furnishes the Company with their written dispute via email to support@nos.com or through the Company's web portal. The dispute must include the following account information:

- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received);
- The account number under which the bill was rendered;
- The date of the bill;
- The invoice number;
- The exact dollar amount in dispute;
- The universal service order code(s)(USOCs) and/or rate element associated with the service;
- Details sufficient to identify the specific amount(s) and item(s) in dispute;
- The name of the person initiating the Customer's dispute;
- Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

4.9.3 The date of resolution is the date the Company completes the investigation and credits the Customer account or confirms the billing as accurate and denies the dispute.

4.9.4 In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in 4.2.6 preceding.

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 49****Revision: 0****Superseding Revision:****SECTION 4 - PAYMENT ARRANGEMENTS (CONT.)****4.9 Disputed Bills (Cont.)****4.9.5 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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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 50****Revision: 0****Superseding Revision:****SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS****5.1 Resale and Sharing**

Any service provided under this Tariff may be resold to or shared with other persons at the option of Customer, except as provided in 5.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Business rates apply to all service that is resold or shared.

5.2 Joint Use Arrangements

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

5.3 Transfers and Assignments

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

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New York P.S.C. No. 2 –Access Services**Leaf 51****Revision: 0****Superseding Revision:****SECTION 6 - CANCELLATION OF SERVICE**

- 6.1 If a Customer cancels a Service Order or terminates services before the completion of the Initial Term for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums under the terms set forth in Section 4, within 21 days of the effective date of the cancellation or termination: all costs, fees and expenses reasonably incurred in connection with
- 6.1.1 All Nonrecurring charges as specified in this Tariff, plus
 - 6.1.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
 - 6.1.3 All Recurring Charges specified in this Tariff for the balance of the then current term.
- 6.2 Customers seeking to cancel service have an affirmative obligation to provide for alternate routing of traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

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New York P.S.C. No. 2 –Access Services**Leaf 52****Revision: 0****Superseding Revision:****Effective Date: August 31, 2017**

SECTION 7 - NOTICES AND COMMUNICATIONS

- 7.1 The Customer shall designate on the Service Order an address to which the Company shall email, mail or deliver all notices and other communications, except that Customer may also designate a separate email address to which the Company's bills for service shall be sent.
- 7.2 The Company address to which the Customer shall email, mail or deliver all notices and other communications is as follows.
- NOS Communications, Inc.
Legal Department
250 Pilot Road, Suite 300
Las Vegas, Nevada 89119
Legalnotices@nos.com
- 7.3 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills sent by the Company, shall be deemed given: (i) when delivered in person, (ii) 24 hours after deposit with an overnight delivery service for next day delivery, (iii) the same day when sent by facsimile or email transmission (confirmed by sender's equipment) during normal business hours, receipt confirmed by sender's equipment, or (iv) three Business Days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested.
- 7.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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New York P.S.C. No. 2 –Access Services**Leaf 53****Revision: 0****Superseding Revision:****Effective Date: August 31, 2017**

SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS**8.1 General**

A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for any particular purpose.

8.2 Station Equipment

8.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

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

8.2.3 Customer-provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.

8.2.4 The Company is not responsible for malfunctions of any Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

8.3 Interconnection of Facilities

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

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 54****Revision: 0****Superseding Revision:****SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS (CONT.)****8.3 Interconnection of Facilities (Cont.)**

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

8.3.3 Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the FCC pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.

8.4 Tests and Adjustments

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

8.5 Inspections

8.5.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 55****Revision: 0****Superseding Revision:****SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE****9.1 General**

9.1.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or of an authorized or Joint User, and are not due to the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.

9.1.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

9.1.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

9.1.4 For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and Up to 24 hours.

Interruptions Over 24 Hours and Less than 72 Hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours will be credited 2 days for each full 24-Hour period. No more than 30 days credited will be allowed for any one month period.

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 56****Revision: 0****Superseding Revision:****SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT.)****9.1 General (Cont.)****9.1.5 No credit allowance will be made for:**

- 9.1.5.1 interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, User, or other common carrier providing service connected to the service of the Company;
- 9.1.5.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 9.1.5.3 interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, Joint User, or other common carrier providing service connected to the services or facilities of the Company;
- 9.1.5.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 9.1.5.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 9.1.5.6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 9.1.5.7 interruption of service due to circumstances or causes beyond the control of the Company; and
- 9.1.5.8 interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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New York P.S.C. No. 2 –Access Services**Leaf 57****Revision: 0****Superseding Revision:****SECTION 10 - CALCULATION OF DISTANCE****10.1 Distance-Based Charges**

10.1.1 Distance between two points is measured as airline distance between two Points of Service.

10.1.2 The airline distance between any two Points of Service is determined as follows:

- A. Obtain the vertical and horizontal coordinates for each Point of Service location.
- B. Compute the difference between the vertical coordinates of the two Points of Service; and compute the difference between the two horizontal coordinates.
- C. Square each difference between the vertical coordinates and the horizontal coordinates.
- D. Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained. For example: $\frac{(V2 - V1)^2 + (H2 - H1)^2}{10}$
- F. Take the square root of the result.

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New York P.S.C. No. 2 –Access Services**Leaf 58****Revision: 0****Superseding Revision:****Effective Date: August 31, 2017**

SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**11.1 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Tariff and any other Company tariff, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some manner different from the normal tariff conditions. Special construction is that construction undertaken:

11.1.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;

11.1.2 of a type other than that which the Company would normally utilize in the furnishing of its services;

11.1.3 over a route other than that which the Company would normally utilize in the furnishing of its services;

11.1.4 in a quantity greater than that which the Company would normally construct;

11.1.5 on an expedited basis;

11.1.6 on a temporary basis until permanent facilities are available;

11.1.7 involving abnormal costs; or

11.1.8 in advance of its normal construction.

11.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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New York P.S.C. No. 2 –Access Services**Leaf 59****Revision: 0****Superseding Revision:****Effective Date: August 31, 2017**

SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT.)**11.3 Basis for Cost Computation**

The costs referred to in Section 11.2 preceding may include one or more of the following items to the extent they are applicable:

11.3.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

11.3.1.1 equipment and materials provided or used,

11.3.1.2 engineering, labor and supervision,

11.3.1.3 transportation,

11.3.1.4 rights of way, and

11.3.1.5 any other item chargeable to the capital account;

11.3.2 annual or monthly charges including the following:

11.3.2.1 cost of maintenance;

11.3.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

11.3.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

11.3.2.4 any other identifiable costs related to the facilities provided; and

11.3.2.5 an amount for return and contingencies.

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New York P.S.C. No. 2 –Access Services**Leaf 60****Revision: 0****Superseding Revision:****Effective Date: August 31, 2017**

SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT.)**11.4 Termination Liability**

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

11.4.1 The maximum termination liability is equal to the total cost of the special facility as determined under 11.3, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.

11.4.2 The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

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New York P.S.C. No. 2 –Access Services**Leaf 61****Revision: 0****Superseding Revision:****Effective Date: August 31, 2017**

SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE**12.1 General**

This section sets forth the regulations and related charges for ordering Switched Access Service, as defined in this Tariff. These charges are in addition to other applicable charges set forth in other sections of this Tariff.

12.1.1 Except for Third-Party Tandem Switch Connection Service (as defined in Section 13.2.3.3), all Services offered under this Tariff will be ordered using an ASR (although Customer remains responsible for payment for all Services received, regardless whether an ASR is submitted).

12.1.2 ASR Orders. The format of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requesting service. When placing an order for Switched Access Service, the Customer shall provide the following minimum information:

- a. Customer name and Premise(s) address(es);
- b. Billing name and address (when different from Customer name and address);
- c. Customer contact name(s) and telephone numbers for the following provisioning activities; order negotiating, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 62****Revision: 0****Superseding Revision:****SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT.)****12.1 General (Cont.)****12.1.3 Third-Party Tandem Switch Connection Service Orders.**

A Customer may order Third-Party Tandem Switch Connection service (as defined in Section 13.2.3.3) either by (1) submitting an ASR as defined in Section 12.1.2 or (2) routing Switched Access Service traffic to the Company, or accepting such traffic from the Company, through the switch of another entity to which the Customer is connected (the “third-party tandem provider”). Where the Customer orders Third-Party Tandem Switch Connection service via option (2), the Company may use information provided to the Company by the third-party tandem provider or information obtained from other sources to bill the Customer for the services provided.

12.1.4 Provision of Other Services

Unless otherwise specified herein, all services offered under this Tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 14.12.2 will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the customer may cancel the order and no charges will apply.

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 63****Revision: 0****Superseding Revision:****SECTION 12 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT.)****12.2 Access Order**

Unless otherwise specified herein, an ASR is required by the Company to provide a Customer Switched Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service, Tandem Switch Connection Service, or Third-Party Tandem Switch Connection Service (in those cases where such service is ordered via an ASR), as described in Sections 13.2.3.1, 13.2.3.2 and 13.2.3.3, respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Third-Party Connect Service by means of an ASR, the Customer will only be required to complete an ASR for installation of new service.

12.2.1 Access Service Date Intervals. Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's required interval, subject to the following conditions:

12.2.1.1 Standard Interval: Except for Third-Party Tandem Switch Connection Service ordered under option (2) of Section 12.1.3, the Standard Interval for Switched and Special Access Service will be 10 business days from the date the ASR is submitted to the Company. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours. For Third-Party Tandem Switch Connection Service ordered under option (2) of Section 12.1.3, the Standard Interval will be the same day as the service is ordered.

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Effective Date: August 31, 2017**New York P.S.C. No. 2 –Access Services****Leaf 64****Revision: 0****Superseding Revision:****SECTION 12 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT.)****12.2 Access Order (Cont.)****12.2.1 Access Service Date Intervals. (Cont.)**

12.2.1.2 Negotiated Interval: The Company will negotiate a Service Date Interval with the Customer when:

- 1) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 2) There is no existing facility connecting the Customer Premises with the Company or
- 3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order; or
- 4) The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has required. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

12.2.2 Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special Channels, Switched Access Service lines, trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

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ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. Then, if for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company. The Service Date Change charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 14.12.2.

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SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT.)**12.2 Access Order (Cont.)****12.2.2 Access Service Request Modifications (Cont.)****12.2.2.2 Design Change Charge:**

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and requested changes to determine what change(s) in design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination or type of Channel interface. Any other changes are not considered Design Changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis for each order requiring a Design Change. The applicable charges, as set forth in Section 14.12.2 are in addition to any Service Date Change Charges that may apply.

12.2.2.3 Expedited Order Charge (Expedite Charge):

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the Expedited Order request. However, if upon reviewing availability of equipment and scheduled work load, Company agrees to provide service on an expedited basis and Customer accepts Company's proposal, an Expedite Charge will apply. If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Charge will not apply.

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In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this Tariff will apply.

The Expedite Charge will apply on a per order, per occurrence basis, as specified in Section 14.12.2.

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A Customer may cancel an ASR for the installation of Switching Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. A customer may negotiate an extension of the service date of an ASR for installation of new service or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied

Except as stated herein, Cancellation Charges will apply as specified in Section 14.12.3.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil disturbances, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

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The minimum period for which Third-Party Tandem Switch Connection Service is provided and for which charges are applicable is one month.

12.2.4.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

- (1) A change in the identity of the Customer of record;
- (2) A move by the Customer to a different building;
- (3) A change in type of service;
- (4) A change in Switched Access Service Interface (i.e., DSL or DS3);
- (5) A change in Switched Access Service Traffic Type;

12.2.4.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a communications path between a Customer's Premises and an End User whose Connection to the PSTN is provided by the Company or (if the Switched Access Service is provided by more than one local exchange carrier as provided in Section 4.2.9 of this Tariff) from another carrier whose network subtends the Company's facilities. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's connection to the PSTN to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's connection to the PSTN.

Rates and charges are set forth in Section 14. The application of rates for Switched Access Service is described in Section 14.

13.2 Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following service type:

13.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all customers, is provisioned at the DSI level and provides trunk-side access to Company switches with an associated uniform 101-XXXX Access Code for Customer's use in originating and terminating communications. FGD service will be provided with SS7 signaling. (Multi-Frequency In-Band signaling may also be available, for a separate charge established under Section 11 of this Tariff.) End Users that obtain a Connection to the PSTN from the Company may also originate calls to certain FGD Access Customers without dialing the 101-XXXX Access Code if the End User is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 101-XXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Service if the End User's service is arranged for Presubscription to that Customer, as set forth herein

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Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number maybe dialed. The form of the numbers dialed by the End User is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and when the Company's switch is equipped for International Direct Distance Dialing (IDDD), O+ CC + NN or 011 + CC + NN.

When the 101-XXXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

13.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

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The following serving arrangements may apply to Switched Access Service, depending on which the Customer uses:

13.2.3.1 Direct Connect Switched Access Service.

Direct Connect Service is service in which the End User obtains a Connection to the PSTN from the Company, and the Customer connects with the Company at a point of interconnection located within the same local access and transport area in which the End User obtains its Connection to the PSTN from the Company. Unless the Customer chooses to provide its own facilities for connection, the Company will provide a connection (subject to the availability of facilities, as specified in Application of Tariff, Section 2.4.2, and Special Construction Section 11, above) between the Customer's Premises and the relevant Company switch. This transmission path will be dedicated to the use of a single Customer. Customer may specify a or DS1 (or functional equivalent) connection. Higher or lower data rates may be available on a Special Construction basis as provided in Section 11 of this Tariff.

Direct Connect Service is comprised of: (i) charges for Entrance Facilities and DS3 (or functional equivalent) Switch Ports (at the customer side of the end office switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute local switching charge; and (v) where applicable, a toll-free database query charge (for outbound toll-free calls where the Company provides the query function). These charges are set out in Section 14.12.8 of this Tariff.

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Tandem Switch Connection Service is service in which either (a) the End User obtains its Connection to the PSTN from a third party whose network subtends the Company's network; and/or (b) the Customer physically connects with the Company at a point of interconnection located in a local access and transport area other than the one in which the End User obtains its Connection to the PSTN from the Company. Customer will provide its own facilities for connection. This transmission path will be dedicated to the use of a single Customer. Customer may specify a DS3, DS1 or functional equivalent connection. Higher or lower data rates may be available on a Special Construction basis as provided in Section 11 of this Tariff.

Tandem Switch Connection Service is provided in the local access and transport areas in which the Company has tandem equipment. A connection from a Customer's network to any Company tandem location will provide connectivity to all Company end offices nationwide and all third-party End Offices that subtend any Company tandem, nationwide. The Company will provide Customers a list of its Tandem locations upon request, including a list of the Company and third-party End Offices that subtend each tandem.

Tandem Switch Connection Service is comprised of: (i) charges for Entrance Facilities and DS3 (or functional equivalent) Switch Ports (at the Customer side of the tandem switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute Tandem Switching charge; and (iv) a per-minute Tandem Switched transport charge (capped at 10 miles of transport between the Tandem Switch and the end office switch); These charges are set out in Section 14 of this Tariff. These charges are in addition to any applicable end office charges from the Company, as set out in Section 14, or the third-party network whose end office subtends the Company's tandem, as the case may be. If a third party that subtends the Company's network provides the End User's Connection to the PSTN, then billing by the Company and the third party shall be as specified in 4.2.9 above.

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Where a Customer obtains Tandem Switch Connection Service, calls to and from Company NPA-NXXs located in the same local access and transport area in which the Customer connects to the Company's network shall be rated as Direct Connect Service, irrespective of whether such service is separately ordered for such NPA-NXXs.

13.2.3.3 Third-Party Tandem Switch Connection Switched Access Service is provided in conjunction with a third-party provider of Tandem Switching in cases where the Company's Switch providing the End User's Connection to the PSTN subtends such third-party Tandem Switch. Third Party Connect Switched Access Service consists of circuits from the point of interconnection with Customer's third-party tandem provider to the Company's End Office Switch. This Third Party Tandem Switch Connection rate category is comprised of a Minutes of Use (MOU) based End-Office switching and Tandem Switched transport charges. Charges are computed in accordance with Section 4.2.9 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Local Exchange Carrier is Involved). Subject to and as specified there, with Third Party Tandem Switch Connection Service, Customer will pay Company for End Office switching and port charges, , as set forth in Sections 14.12.4 and 14.12.5, and, typically, an appropriate portion of transport mileage as set out in Section 14.12.6. Third-Party Tandem Switch Connection Switched Access Service is available only with respect to (a) Company End Office switches that subtend a third party's tandem switch, and (b) on an incidental and transitional basis, Company End Offices that subtend a Company tandem, but where physical connections exist that permit the delivery of incidental traffic to the Company's End Office switch via the third party Tandem Switch.

The Company will provide, upon request, an identification of the Tandem Switch (Company or third party) that each of its End Offices subtends. The Company will also reflect the tandems that each of its End Offices subtends in the Local Exchange Routing Guide or successor industry document.

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Direct Connect and Tandem Switch Connection arrangements require the establishment of a connection between the Customer's premises and the relevant Company switch(es). Such connection is established using an Entrance Facility arrangement as described in this section.

An Entrance Facility element, combined with direct trunked transport provided by the Customer or through separate arrangements not pursuant to this Tariff, provides the communication path between a Customer's Premises in a local access and transport area and a Telephone Company switch in the same local access and transport area for the sole use of the customer. As described in Section 14 of this Tariff, the Entrance Facility element consists of a fixed monthly charge. This arrangement is required whether the Customer's Premises and relevant Telephone Company switch are located in the same or different buildings. Where facilities are available at the time of a Customer order, the Company will provide the Entrance Facility at the rates specified in Sections 14.12.10, following. Where facilities are not available at the time of a Customer order, the Customer may self-provision a connection from its Premises to the applicable Company point of interconnection, or the Company may provide the Entrance Facility on a Special Construction basis as specified in Section 11, preceding.

If a Customer has no Premises or facilities in the local access and transport area where a Company switch is located to which the Customer seeks to connect, the Company will arrange for transport from a mutually agreeable location in the local access and transport area where the Customer has Premises or facilities to the local access and transport area where the relevant Company switch is located. Due to the variability of possible arrangements affected by this provision, the rate(s) applicable to any such arrangement will be developed on an individual basis in accordance with the provisions of Section 11 of this Tariff.

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The Company's switches use DS3 and/or VoIP ports. A Customer may choose to deliver traffic to or receive traffic from the Company at the DS1 level, in which case multiplexing charges will apply as set forth in Section 14.12.7 following.

13.2.4.2 Switch Port.

An Entrance Facility/Direct Trunked Transport arrangement will terminate in one or more DS3 (or functional equivalent) ports on the relevant Company switch. Charges for these ports will apply as set forth in Section 14 following.

13.2.5 Design Layout Report:

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

13.2.6 Acceptance Testing:

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tons slope, d.c. continuity and operational signaling.

13.2.7 Ordering Options and Conditions:

Switched Access Service is ordered under the Access Order provisions set forth in Section 12. Also included in that section are other charges which may be associated with ordering Switched Access Service.

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Competitive pricing arrangements for Local Transport - Entrance Facilities can be furnished to meet the communications needs of specific Customers on a case by case basis under individual contracts.

13.2.9 Other Rate Categories**13.2.9.1 800 Data Base Access Service**

800 Data Base Access Service is a service utilizing originating Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User that obtains its Connection to the PSTN from the company, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed. The 800 Data Base charge, which consists of a single, fixed rate element, applies on a per query basis.

Chargeable Optional Feature

(a) 800 Data Base Access Service: The Customer will be charged a per query charge based on a query of the 8XX-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.

13.2.9.2 Toll Free Interexchange Connection Service

Toll Free Inter-Exchange Connection Service is an access service in which the Company transports toll free traffic originated by a third party who is not an End User or other User of the Company's local exchange or exchange access service through its wire center to an Interexchange Carrier Customer. Typically, it involves the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. In a Toll Free Inter-Exchange Delivery Service call, the Company will not charge Local End Office Switching, or End Office Port charges. The Database Query charges associated with Toll Free Inter-Exchange Connection Service, set forth in Section 14, are usage sensitive. Records exchange, rating, and billing for Toll Free Inter-Exchange Delivery Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

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In addition to the obligations of the Company set forth in other sections of this Tariff, the Company has certain obligations concerning the provision of Switched Access Service. These obligations are as follows:

13.3.1 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services.

Service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. Customer will notify Company of anticipated peaked services as stated below. Based on the information provided, Company will work cooperatively with Customer to determine the appropriate level of control. In the event that the protective controls applied by Company result in the complete loss of service by Customer, Customer will be granted a credit allowance for service interruption as set forth in Section 9.

13.3.2 Supervisory Signaling.

The Company's equipment shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

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In addition to obligations specified elsewhere in this Tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

13.4.1 Report Requirements:

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 3.4 preceding. Charges will be apportioned in accordance with those reports. The method for determining the intrastate charges is set forth therein (Section 3.4).

13.4.2 Design of Switched Access Services:

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

13.4.3 Notice of Anticipated Call Volume

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion which could result in discontinuance of service under Section 4.5.2.

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SECTION 14 – RATES AND CHARGES**14.1 Categories of Rates and Charges**

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, usage rates and Non-Recurring Charges.

Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

Non-Recurring Charges: Non-Recurring charges are one-time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service). Non-Recurring charges apply to each Switched Access Service installed. The charge is applied per line or trunk.

14.2 Direct Connect

The rates that apply for Direct Connect Service are: (i) charges for Entrance Facilities and DS3 Switch Ports (at the customer side of the end office switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute local switching charge;; and (iv) where applicable, a toll-free database query charge (for outbound toll-free calls where the Company provides the query function). These charges are set out in this Section 14 of the Tariff.

14.3 Tandem Switch Connection

The rates that apply for Tandem Switch Connection Service are: (i) charges for Entrance Facilities and DS3 (or functional equivalent) Switch Ports (at the customer side of the tandem switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute Tandem Switching charge; and (iv) a per-minute Tandem Switched transport charge (capped at 10 miles of transport between the Tandem Switch and the end office switch); These charges are set out in this Section 14 of the Tariff. These charges are in addition to any applicable end office charges from the Company, as set out in this Section 14, or the third-party network whose end office subtends the Company's tandem, as the case may be. If a third party that subtends the Company's network provides the End User with Connection to the PSTN, then billing by the Company and the third party shall be as specified in 4.2.9 above.

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The rates that apply for Third-Party Tandem Switch Connection service are: (i) a tandem switched transport rate, as set out in section 14.12.6, determined in accordance with Section 4.2.9 of this Tariff; and (ii) all applicable end office rates, as specified in Sections 14.12.4 and 14.12.5 above (but not including entrance facility or multiplexing charges).

14.5 Entrance Facility

The Entrance Facility rate shall be the rate specified in Section 14.12.10 of this Tariff for the state in which the Customer's premises to which the connection shall be made are located, at the data rate chosen by the Customer (in states where multiple data rates are available).

14.6 Multiplexing

The Company's TDM network normally requires traffic delivered to its switches at the DS3 level. If a Customer chooses to obtain multiplexing/demultiplexing services to convert DS1 to DS3 level signaling, the Customer may obtain that service from the Company at the rates stated in Section 14.12.7 for the state in which is located the Company tandem switch to which the Customer seeks to connect. These rates apply per minute of traffic multiplexed or demultiplexed. If no rate is provided for the location where the Customer desires to obtain service, or if the Customer requires multiplexing or demultiplexing of data rates other than DS3-DS1, the Company may provide such services in accordance with the terms of Section 11, Special Construction.

14.7 Switch Ports

For each DS3 (or functional equivalent) port terminating at the relevant Company local switch, a DS3 switch port charge shall apply as follows: for non-dedicated usage, a per-minute-of-use port charge, as specified in Section 14.12.5.1 shall apply and for dedicated port arrangements, the charge identified in Section 14.12.5.2 shall apply. Please note that the Company does not maintain Tandem Switches in all states. The Company will provide a Customer with a list of its Tandem Switch locations upon request, including a list of the Company and third-party End Offices that subtend each tandem.

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For each minute of use (originating or terminating) a Customer transmits to or receives from a Company switch, the per-minute-of-use charges stated in Sections 14.12.4 and 14.12.5 shall apply (based on the state in which the Company switch is located), except that the per-minute-of-use port charges as specified there shall only apply to the extent stated in Section 14.7, above.

14.9 Database Query Rates

To the extent that End Users originate toll free calls that are routed via Direct Connect or Tandem Switch Connection Service, the Company shall charge for database queries it conducts for a Customer at the rates set forth in Section 14.12.8.

14.10 Tandem Switched Transport Rates

For each minute of use (originating or terminating) a Customer transmits to or receives from a Company tandem switch, the per-minute-of-use (including per-minute-per-mile) rates specified in Section 14.12.6 shall apply, except as specified below:

- The charges specified in Section 14.12.6 shall not apply to any traffic bound for a Company end office switch located in the same local access and transport area as the Company tandem switch to which the Customer is connected.
- The specific state rate(s) in Section 14.12.6 that shall apply to any specific minute of traffic shall be the rates applicable to the state in which the applicable Company or third party end office switch is located. For example, if a Customer delivers traffic to a Company tandem switch in New York for delivery to an End User that obtains a Connection to the PSTN via a Company End Office switch located in Ohio, the rates for Ohio specified in Section 14.12.6 shall apply to that traffic.
- For Company or third party end office switches located in a local access and transport area different from the one where the Company Tandem Switch is located, the “rates per access minute per mile” shall be calculated using mileage calculated in accordance with Section 10, but with mileage capped at ten (10) miles of transport.

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When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for Trunk groups associated with Direct Connect Service and with the receipt of an exit message by the switch for Trunk groups associated with Tandem Switch Connection Service or Third Party Tandem Switch Connection Service. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the Customer's network. The Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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DS0-Voice Grade (or functional equivalent) \$99.00

DS1 (or functional equivalent) \$480.00

DS3 (or functional equivalent) \$525.00

14.12.2 Change Charges (Per Order)Per Occurrence**A. Service Date \$10.00****B. Design Changes \$25.00****C. Expedite Charge \$60.00****14.12.3 Cancellation Charges (Per Order) \$25.00****Cross Reference Table for following rate sections:**

#	Rate mirrors the equivalent switched access rate of Verizon New York (Verizon) as set forth in its PSC NY No. 11 – Communications tariff (which at this time concurs in Verizon's FCC No. 11 tariff) and as subsequently revised, added to or supplemented.
##	Rate mirrors the equivalent switched access rate of Frontier Telephone of Rochester, Inc. (Frontier) as set forth in its P.S.C. No. 3 – Telephone tariff (which, subject to exceptions, concurs in Frontier's FCC No. 11 tariff) and as subsequently revised, added to or supplemented.
†	The charge for this terminating element will be assessed using the rates for the corresponding terminating elements in the Company's interstate tariff, NOS Communications, Inc. FCC Tariff No. 1, available at https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=779 .

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	<u>Originating</u>	<u>Terminating</u>
Verizon; statewide (excluding Frontier (Rochester))	#	†
Frontier (Rochester)	0.00295157	†

14.12.5 End Office Port Charges**14.12.5.1 Shared Port Charges
(Per access minute)**

	<u>Originating</u>	<u>Terminating</u>
Verizon; statewide (excluding Frontier (Rochester))	#	†
Frontier (Rochester)	##	†

**14.12.5.2 Dedicated Switch Port
(Per Month)**

	DS0**		DS3***	
	<u>Originating</u>	<u>Terminating</u>	<u>Originating</u>	<u>Terminating</u>
Verizon; statewide (excluding Frontier (Rochester))	#	†	ICB	†
Frontier (Rochester)	##	†	ICB	†

* The Dedicated Switch Port is billed as originating and terminating based on a Percent Originating Use (POU) factor of 50%.

** (or equivalent (1) SIP Port)

*** (or equivalent (672) SIP Ports)

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	<u>Tandem Termination</u> Rates Per Access Minute	<u>Tandem Transport</u> Rates Per Access Minute Per Mile
Verizon; statewide (excluding Frontier (Rochester))	#	#
Frontier (Rochester)	0.00114997	0.00004

14.12.6.1 Switched Transport Interconnection

Per Access Minute \$0.0000

14.12.7 Tandem Switching & Multiplexing
(Per access minute)

	<u>Tandem Switching</u>	<u>Multiplexing</u>
Verizon; statewide (excluding Frontier (Rochester))	#	#
Frontier (Rochester)	##	##

14.12.8 800 Data Base Access Service – Basic Query
Per Query

Verizon; statewide (excluding Frontier (Rochester))	#
Frontier (Rochester)	0.00623

14.12.9 Toll Free Inter-Exchange Delivery Service (Intrastate)

Rate elements:

Tandem Switching	See rates in Section 14.12.7.
Tandem Termination	See rates in Section 14.12.6.
Tandem Transport	See rates in Section 14.12.6.

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	DS1	DS3 or other specifications
Verizon; statewide (excluding Frontier (Rochester))	#	ICB
Frontier (Rochester)	##	ICB

Note 1: Entrance Facilities are available at the rates stated in this section only in those cases where the Company has facilities available at the time of the Customer order. In those cases where the Company does not have facilities available to provide the requested Entrance Facilities to a Customer, Entrance Facility rates will be established on a Special Construction basis as specified in Section 11 preceding.

Note 2: All references to TDM DSx apply also to their functional equivalent quantity of voice channels in other protocols, where applicable. For example a DS0 is considered functionally equivalent to a single SIP voice channel, a DS1 is considered functionally equivalent to 24 SIP voice channels, etc.

14.12.11 Reserved for Future Use**14.12.12 Dedicated Tandem Port (per month) [see Note 2 above]**

	DS0**	DS3***
Verizon; statewide (excluding Frontier (Rochester))	#	ICB
Frontier (Rochester)	##	ICB

** (or equivalent (1) SIP Port)

*** (or equivalent (672) SIP Ports)

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As stated in 2.9, at the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In that case, the following rates apply:

Basic Time - per quarter hour:	\$20.80
Overtime - per quarter hour:	\$27.18
Premium Time - per quarter hour:	\$33.55

14.14 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this Tariff. ICB rates will be offered to the Customer in writing.

14.15 Promotional And Temporary Rates

This Section is reserved for future use for promotional and temporary rates.