

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 1  
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PRIVATE LINE SERVICES

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**This tariff, Level 3 Telecom of New York, LP, P.S.C. No. 4 – Private Line, replaces in its entirety tw telecom of new york l.p. d/b/a tw telecom tariff, P.S.C. No. 8 - Private Line, currently on file with the Commission.**

**Level 3 Telecom of New York, LP**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMMUNICATIONS SERVICES

BETWEEN FIXED POINTS IN THE STATE OF NEW YORK

PRIVATE LINE SERVICE

Applicable to services provided by **Level 3 Telecom of New York, LP** in the following areas:

New York City LATA 132 (and surrounding areas of New York State)  
Issued in compliance with the Order of the New York Public Service Commission in  
Case No. 93-C-0899, issued and effective August 25, 1994.

Rochester LATA 974 (and surrounding areas of New York State)  
Issued in compliance with the Order of the New York Public Service Commission in  
Case No. 93-C-0569 issued and effective December 31, 1993.

Albany LATA 134 (and surrounding areas of Albany)  
Issued in compliance with the Order of the New York Public Service  
Commission in Case No. 97-C-1205, issued and effective October 27, 1997.

Binghamton LATA 138 (and surrounding areas of Binghamton)  
Issued in compliance with the Order of the New York Public Service Commission.

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 NY PSC No. 4 - Private Line  
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PRIVATE LINE SERVICES

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		29	Original		57	Original
1	Original		30	Original		58	Original
2	1 <sup>st</sup> Revised	*	31	Original		59	Original
3	Original		32	Original		60	Original
4	Original		33	Original		61	Original
5	Original		34	1 <sup>st</sup> Revised	*	62	Original
6	Original		35	Original		63	Original
7	Original		36	Original		64	Original
8	Original		37	Original		65	Original
9	Original		38	Original		66	Original
10	Original		39	Original		67	Original
11	Original		40	Original		68	Original
12	Original		41	Original		69	Original
13	Original		42	Original		70	Original
14	Original		43	Original		71	Original
15	Original		44	Original		72	Original
16	Original		45	Original		73	Original
17	Original		46	Original		74	Original
18	Original		47	Original		75	Original
19	Original		48	Original		76	Original
20	Original		49	Original		77	Original
21	Original		50	Original		78	Original
22	Original		51	Original		79	Original
23	Original		52	Original		80	Original
24	Original		53	Original		81	Original
25	Original		54	Original		82	Original
26	Original		55	Original		83	Original
27	Original		56	Original		84	Original
28	Original						

\* - indicates those pages included with this filing

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Initial Effective Date: September 11, 2016

Leaf 3  
Revision 0  
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PRIVATE LINE SERVICES

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TABLE OF CONTENTS

	<u>Page</u>
TITLE PAGE	1
CHECK SHEET	2
TABLE OF CONTENTS	3
CONCURRING CARRIERS, CONNECTING CARRIERS AND OTHER PARTICIPATING CARRIERS	4
EXPLANATION OF SYMBOLS	5
SECTION 1 - DEFINITIONS	8
SECTION 2 - REGULATIONS	11
SECTION 3 - SERVICE DESCRIPTIONS	51
SECTION 4 - INDIVIDUAL CASE BASIS ARRANGEMENTS	60
SECTION 5 - RATE REGULATIONS	61
SECTION 6 - RATES	64
SECTION 7 – SUPPLEMENTAL SERVICES	79
ADDENDUM – PRICE LIST	1

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

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PRIVATE LINE SERVICES

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING SERVICES

None

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

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PRIVATE LINE SERVICES

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

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

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued rate or regulation.
- T - To signify a change in text but not change in rate or regulation.

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PRIVATE LINE SERVICES

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF, (CONT'D.)

- B8ZS** Bipolar with 8-Zero substitution; a line coding technique which permits DS-0 and DS-1 transmission with 15 consecutive zeros. B9ZS support 64 Kbps clear channel transmission.
- DACS** Digital Access Cross Connect.
- DS0** Digital Signal Level 0; a dedicated full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.
- DS-1** Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data have a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8-Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS-1 Service has the equivalent capacity of 24 Voice Grade or S0 services.
- DS-3** Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS-1 Services.
- Gbps** Gigabits per second; billions of bits per second.
- ICB** Individual Case Basis.
- Kbps** Kilobits per second; 1000s of bits per second.
- LAN** Local Area Network.
- LATA** Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC** Local Exchange Company

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NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

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Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF, (CONT'D.)

- OC-12     A high capacity channel for full duplex, synchronous optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-3      A high capacity channel for full duplex, synchronous optic transmission for digital signals based on the SONET Standard at a rate of 155.52 Mbps.
- POP       Point of Presence.

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Leaf 8  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 1 - DEFINITIONS

Certain term used generally throughout this tariff for the services of this Company are defined below.

Advanced Payment - Part or all of a payment required before the start of service.

Analog - A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

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. An authorized user must be specifically named in the application for service.

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

Channel - A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof whether or not by means of single physical facility or route. One 1.544 mbps service is equivalent to 24 channels.

Commission - The New York State Public Service Commission.

Company - Level 3 Telecom of New York, LP, the issuer of this tariff.

Customer - The person, firm or corporation or other entity which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated - A facility or equivalent system or subsystem set aside for the sole use of a specific Customer.

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Superseding Revision

---

PRIVATE LINE SERVICES

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SECTION 1 - DEFINITIONS, (CONT'D.)

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

Direct Inward Dial ("DID") - A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

Direct Outward Dial ("DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

Duplex Service - Service that provides for simultaneous transmission in both directions.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Individual Case Basis - A service arrangement where the regulation, rates and charges are developed based on the specific circumstances of the services being provided to the Customer in question.

Interface - That point on the premises of the subscriber where provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Interoffice Mileage - The segment of a line that extends between the central offices serving the originating and terminating points.

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

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

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---

PRIVATE LINE SERVICES

---

SECTION 1 - DEFINITIONS, (CONT'D.)

Local Access Transport Area ("LATA") - Denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange carrier provides communication services.

Mbps - Abbreviation for millions of bits per second or megabits.

Network - The Company's digital fiber optics-based network located in New York City.

Node - The Company office where Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Premises - The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare or right-of-way.

Shared Facility - An equipment system or subsystem used simultaneously by several Customers.

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Leaf 11  
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---

PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS

2.1 Application of Tariff

This tariff sets forth the regulation and rates applicable to services provided by Level 3 Telecom of New York, LP as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of New York.

2.1.1 Service Territory:

Level 3 Telecom of New York, LP will provide service in the areas located in and around the following areas:

- A. Rochester - LATA 974, which is also served by Rochester Telephone Corporation and Ogden Telephone Company, including extended calling areas.
- B. New York City - LATA 132, which is also served by New York Telephone Company.
- C. Albany – LATA 134, which is also served by New York Telephone Company.

2.1.2 Availability: Service is available where facilities permit.

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---

PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Undertaking of the Company

2.2.1 Scope

The Company's services consist of furnishing dedicated communications services by virtue of one-way and/or two-way information transmission between fixed points within the State of New York.

2.2.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use 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.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities. Service is limited to the capacity of the Company's fiber optic cable facilities. This applies as well to facilities the Company may obtain from other carriers to furnish service.

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
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Superseding Revision

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PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Liability of the Company

- 2.3.1 Because the Customer has exclusive control of its communications over the facilities made available by the Company for the services provided, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions and limitations specified in this tariff. This includes other particular terms, conditions, and limitations as the parties may mutually agree by contract.
- 2.3.2 The liability of the Company for damages arising out of the furnishing of these services, shall be limited to the extension of allowances for interruptions as set forth in Section 2.16. This includes but is not limited to mistakes, omissions, interruptions, delays or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of Commission or omission. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- 2.3.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control. This includes, but is not limited to: acts of God, fire, flood 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, lock-outs; work stoppages, or other labor difficulties.
- 2.3.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers, facilities or equipment used for or with the services the Company offers.

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

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

- 2.3.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.3.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at premises of the Company; nor shall the Company be liable for the performance of said vendor or vendors' equipment.
- 2.3.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, 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 section 2.3.7 as a condition precedent to such installation.
- 2.3.8 The Company is not liable for any defacement of or damage to the premises of a Customer or an authorized or joint user resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.3.9 The Company shall be indemnified, defended, held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications.
- 2.3.10 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 and fitness for a particular purpose or use, except those expressly set forth herein.

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Claims

The Customer and any authorized or joint users, jointly and severally, shall indemnify and save the Company harmless from claims, loss, damage, expense (including attorneys' fees and court costs), or infringement arising from the use the service; and from claims, loss, damage, expense, or liability for patent infringement arising from: (1) combining with, or using in connection with, facilities the Company furnished facilities the Customer, authorized user, or joint user furnished; or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the claims, loss, damage, expense (including attorneys' fees and court costs), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service.

In the event that any such infringing use is enjoined, the Customer authorized user or joint user, at its option and expense, shall obtain immediately a dismissal or stay or such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such infringement. In addition and without limitation, the Customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such slander, libel, infringement, or other claim.

2.5 Notification of Service-Affecting Activities

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

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NY PSC No. 4 - Private Line  
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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Provision of Equipment and Facilities

- 2.6.1 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.
- 2.6.2 The Company may undertake to use reasonable efforts to make service available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.6.3 The Company provides a Half-Day Installation Plan, which offers Customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of commission regulated services involving a Customer premises visit. In the case of any inconsistency with the regulations in Part 603.15 of 16 NYCRR for installation service, the rules of the Commission shall prevail.
- 2.6.4 The Company undertakes to use reasonable efforts to maintain only facilities and equipment that it furnishes to the Customer. The Customer, joint user, or authorized user may not, nor may s/he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise meddle with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.6.5 Equipment the Company provides or installs at the Customer's premises for use in connection with the service the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.6.6 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 the service difficulty or trouble report results from the use of equipment or facilities the Customer, joint user, or authorized user provided.

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Provision of Equipment and Facilities, (Cont'd.)

2.6.7 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:

- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment.

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Nonroutine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. 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.

2.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

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---

SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.10 Use of Service

The service provided to the Customer by the Company under the terms of this tariff may be used for any lawful purpose for which the service is technically suited. A Customer may transmit or receive information or signals via the facilities of the Company.

2.11 Prohibited Uses

2.11.1 The service 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.

2.11.2 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.

2.11.3 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company.

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

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Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Obligations of the Customer

2.12.1 The Customer shall be responsible for:

- A. The payment of all applicable charges as set forth in this tariff;
- B. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user or the noncompliance by the Customer, authorized user, or joint user with these regulations; or by fire or theft or other casualty on the premises of the Customer, authorized user, or joint user unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, authorized user, or joint user, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide service to the Customer, authorized user, or joint user from the cable building entrance or the property line of the land on which the structure wherein any termination or origination point used by the Customer, authorized user, or joint user is placed or is located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space described in section 2.12.1(c) preceding. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Customer, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section 2.12.1(d) prior to accepting an order for service;

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NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

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Revision 0  
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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

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

2.12.1 The Customer shall be responsible for, (Cont'd.)

- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company;
- F. 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 Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under section 2.12.1(d); and obtaining permission for Company agents or employees to enter the premises of the Customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. Except as provided in section 2.16, making Company facilities and equipment available periodically for Company-initiated 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; and
- H. Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the location of such equipment and facilities.

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

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Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Customer Equipment and Channels

2.13.1 Attachment of Equipment to Facilities of the Company

- A. Customer-provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. 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 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. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.13.2 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing the Company's services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. The Company's service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 23  
Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.14 Inspection

- 2.14.1 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 Customer, authorized user, or joint user is complying with the requirements set forth in section 2.13.1 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.
- 2.14.2 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 (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service to protect its facilities, equipment and personnel from harm. The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users.

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Payment Arrangements

2.15.1 Payment for Service

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

- A. Nonrecurring installation charges are due and payable upon presentment of an invoice to the Customer.
- B. Recurring charges are due and payable upon presentment of an invoice to the Customer for the service or facility furnished. A service may be discontinued for nonpayment of a bill.
- C. Billing starts on the day after the Company notifies the Customer the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued. Monthly charges will be billed one month in advance, except where prohibited by law or as otherwise provided in this tariff. Taxes will be separately stated on the Customer's bill.
- D. If any portion of the payment is received by the Company after the payment date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late fee will be assessed on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower.

In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
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Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Payment Arrangements, (Cont'd.)

2.15.1 Payment for Service, (Cont'd.)

E. Customer Overpayments

The Company shall provide interest on Customer overpayments if the amount billed by the Company was erroneous in nature. A Customer overpayment is defined as a payment by Customer in excess of the correct charges. The Customer shall be credited for the overpayment, plus interest. The rate of interest shall be the greater of the unadjusted Customer deposit rate or the applicable late payment rate. Interest shall be paid from the date when the Customer overpayment was made adjusted for any change in deposit rate or late payment rate, and compounded monthly until the date when the overpayment was refunded. Interest will only be paid on overpayments that are not refunded within thirty (30) days of the date of overpayment.

F. Returned Item Charge

A charge of \$20.00 will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

2.15.2 Advance Payments

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

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NY PSC No. 4 - Private Line  
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Superseding Revision

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PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Payment Arrangements, (Cont'd.)

2.15.3 Deposits

- A. To safeguard its interests, before a service or facility is furnished, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
1. the total of the estimated charges for up to two months for facilities and services which have a minimum payment period of one month; or
  2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit the deposit to the Customer's account.
- D. Interest on deposits will be paid as required by Commission rules and regulations.

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
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Leaf 27  
Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Payment Arrangements, (Cont'd.)

2.15.4 Termination or Suspension

- A. Upon nonpayment of any charges or deposits owing to the Company, the Company may terminate or suspend service under the tariff until the bill or required deposit has been paid without incurring any liability.

Suspension or termination shall not be made until:

1. At least ten (10) days after written notification has been served personally on the Customer, or at least twenty (20) days after written notification has been mailed to the billing address of the Customer, or;
2. At least ten (10) days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

- B. Upon violation of any of the other terms or conditions for furnishing service under this tariff, the Company may, by giving thirty (30) days prior notice in writing to the Customer, terminate or suspend service under this tariff without incurring any liability.
- C. Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may terminate or suspend service under the tariff without incurring any liability.

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
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Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Payment Arrangements, (Cont'd.)

2.15.4 Termination or Suspension, (Cont'd.)

- D. Upon the Customer's filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately terminate or suspend service under this tariff without incurring any liability.
- E. Upon the Company's termination of service to the Customer under sections 2.15.4.A or 2.15.4.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term or commitment period 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).
- F. Service shall not be terminated or suspended for:
  - 1. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
  - 2. Nonpayment for services for which a bill has not been rendered;
  - 3. Nonpayment for services which have not been rendered;
  - 4. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures. These procedures are in accordance with the Commission Rules and Regulations contained in Section 631.9 and 631.10 of 16 NYCRR.

Service may be terminated or suspended for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 29  
Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Payment Arrangements, (Cont'd.)

2.15.4 Termination or Suspension, (Cont'd.)

G. Verification of Nonpayment

Service shall not be suspended for nonpayment of a bill rendered or a required deposit unless:

1. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
2. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

H. Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

I. Payment Upon Termination of Service

Upon termination of service for any reason, all amounts due from the Customer to the Company, including, but not limited to, charges for services rendered and termination liability as provided in this tariff, shall become immediately due and payable by the Customer.

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**Level 3 Telecom of New York, LP**  
 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

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 Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Payment Arrangements, (Cont'd.)

2.15.5 Taxes and Surcharges

- A. The Company reserves the right to bill any and all applicable taxes, surcharges and fees including, but not limited to: Federal Excise Tax; State Sales Tax, Municipal Taxes; Gross Receipts Taxes; and any taxes, surcharges, fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer's invoice or billing detail.
- B. In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the Customer's monthly bill statement as outlined below:
1. Surcharge for State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges, and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown below. Any changes to these rates will be filed on 15 days' notice to Customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised surcharge as directed or approved by the Commission and will apply the charge if applicable.

The State Gross Revenue Tax Surcharge rate to be charged is as follows:

<u>Period</u>	<u>Services Provided for Resale*</u>	<u>IntraLATA Toll and RCP Service</u>	<u>All Other Services</u>
10/1/1998	.7557%	3.8870%	4.1149%
1/1/2000	.7557%	3.0919%	3.3198%
7/1/2000+	.3764%	2.8273%	2.9405%

\*Issued in compliance with the New York Public Service Commission's Order in Case 98-M-0489, adopted August 26, 1998.

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**Level 3 Telecom of New York, LP**  
 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 31  
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 Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Payment Arrangements, (Cont'd.)

2.15.5 Taxes and Surcharges, (Cont'd.)

B. (Cont'd.)

2. Metropolitan Commuter Transportation District Tax Surcharge

In the counties listed below, a surcharge to recover the expense related to the Temporary Metropolitan Transportation Business Tax Surcharge (MTA Tax) is imposed in addition to all recurring, nonrecurring and usage charges for all intrastate services except charges collected for sent-paid coin telephone messages, check return and late payment charges. MTA Tax Surcharges (applicable only to New York City area accounts in Kings, Queens and New York Counties).

<u>Period</u>	<u>Services Provided for Resale*</u>	<u>IntraLATA Toll and RCP Service</u>	<u>All Other Services</u>
10/1/1998+	.1277%	.6890%	.73%

Services provided by the Company to another company to be resold by the second telephone company, are not subject to municipal gross revenue surcharges or gross revenue taxes imposed by villages on utility services. To be exempt from the municipal surcharge or gross revenue tax, the reseller must possess a certificate of Public Convenience and Necessity from the New York State Public Service Commission.

\*To qualify for this rate, resellers must either be included in the list of resellers that the New York State Department of Taxation and Finance publishes called "Publication 41, Treatment of Sales for Resale under Sec. 186(e) of the Tax Law," or must possess and provide to the underlying carrier a copy of its Certificate of Public Convenience and Necessity obtained from the New York State Public Service Commission.

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 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 32  
 Revision 0  
 Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Payment Arrangements, (Cont'd.)

2.15.5 Taxes and Surcharges, (Cont'd.)

C. Gross Revenue Tax Surcharges

<u>Period</u>	<u>Services Provided For Resale*</u>	<u>IntraLATA Toll and RCP Service</u>	<u>All Other Services</u>
10/1/1998	.7557%	3.8870%	4.1149%
1/1/2000	.7557%	3.0919%	3.3198%
7/1/2000+	.3764%	2.8273%	2.9405%

D. MTA Tax Surcharges

<u>Period</u>	<u>Services Provided For Resale*</u>	<u>IntraLATA Toll and RCP Service</u>	<u>All Other Services</u>
10/1/98+	.1277%	.6890%	.73%

Services provided by the Company to another company to be resold by the second telephone company, are not subject to municipal gross revenue surcharges or gross revenue taxes imposed by villages on utility services. To be exempt from the municipal surcharge or gross revenue tax, the reseller must possess a certificate of Public Convenience and Necessity from the New York State Public Service Commission.

To qualify for this rate, resellers must either be included in the list of resellers that the New York State Department of Taxation and Finance publishes called "publication 41, Treatment of Sales for Resale under Sec. 186(e) of the Tax Law," or must possess and provide to the underlying carrier a copy of its Certificate of Public Convenience and Necessity obtained from the New York State Public Service Commission.

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 33  
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Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Payment Arrangements, (Cont'd.)

2.15.5 Taxes and Surcharges, (Cont'd.)

E. New York State Universal Service Fund

Pursuant to the Order of the New York Public Service Commission in Case No. 09-M-0527 issued and effective August 17, 2012, the Company will add to the bills of its subscribers a surcharge to recover the amounts it pays into the New York State Universal Service Fund. The surcharge will be shown as a separate line item on the Customer's monthly invoice and will read: State Universal Service Fund (SUSF) Surcharge. If the Company has collected its annually assessed amount prior to the end of the calendar year, as determined by the Fund Administrator, it will suspend collection of these surcharges for the remainder of that year, subject to any subsequent adjustment necessitated by NYPSC Order.

SUSF Current Rate: .15 percent

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Payment Arrangements, (Cont'd.)

2.15.6 Fractional Charges

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 service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.15.7 Billing Disputes

Objections to billed charges must be reported to the Company within 120 days of receipt of billing. Any claim not filed within this time period shall be deemed waived. Claims must include all supporting documentation and may be submitted online at <https://mylevel3.com/> or by telephone at 1-877-453-8353. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

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NY PSC No. 4 - Private Line  
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Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.16 Service Level Standards and Allowances for Interruption in Service

2.16.1 General Rules

- A. 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, or the operation or malfunction of the facilities, power or equipment provided by the Customer or authorized or joint user, will be credited to the Customer as set forth below.
- B. A credit allowance will be made when an interruption occurs because of the failure of any component furnished under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be 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.
- C. To calculate credit allowances, every month is considered to have thirty (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.

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 36  
Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.16 Service Level Standards and Allowances for Interruption in Service, (Cont'd.)

2.16.1 General Rules, (Cont'd.)

D. No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
2. Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;
3. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction; and
4. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of Customer order for a change in service arrangements.

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 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 37  
 Revision 0  
 Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.16 Service Level Standards and Allowances for Interruption in Service, (Cont'd.)

2.16.2 Enterprise and Elite Native Local Area Network Services

A. Network Availability

During each calendar month, the Company's On-Net Elite NLAN Services will be available at least 99.999% of the time, and its Enterprise SNLAN Services will be available at least 99.99% of the time ("Network Availability"). If the Company fails to meet these objectives, Customer will receive service outage credits per the tables below. The Service is unavailable when it is not able to transmit and receive data due to the Company's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the particular non-performing Service as follows:

1. Elite NLAN Services

<u>Per Service Outage</u>	<u>Percentage Credit</u>
Less than 1 minute (99.999% availability)	No Credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

2. Enterprise SNLAN Services

<u>Per Service Outage</u>	<u>Percentage Credit</u>
Less than 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 38  
Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.16 Service Level Standards and Allowances for Interruption in Service, (Cont'd.)

2.16.2 Enterprise and Elite Native Local Area Network Services, (Cont'd.)

B. On-time Installation

For NLAN Services being provisioned completely on the Company's network, the Company will complete installation within 15 business days from the date the Service Order is received by the Company's Provisioning Network Operations Center ("PNOC"). For Off-net Services (Services provisioned through another provider), the Company will complete installation within 15 business days from the date the Service Order is received by the PNOC, plus the underlying provider's actual installation interval. If the Company fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable Service Order.

C. Special Provisions Applicable to Enterprise SNLAN and Elite NLAN Service Level Standards

Standard maintenance windows are based on the time zone of a city's location.

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**Level 3 Telecom of New York, LP**  
 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 39  
 Revision 0  
 Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.16 Service Level Standards and Allowances for Interruption in Service, (Cont'd.)

2.16.3 Extended Native Local Area Network ("ENLAN") Service

A. Network Availability

The Company's On-Net ENLAN Service will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability") or Customer will receive service outage credits as specified below. A service outage causing Network non-availability is defined as the inability to transmit and receive data due to the Company's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing ENLAN Service as follows:

<u>Up to 5 minutes (99.99% availability)</u>	<u>No Credit</u>
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

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**Level 3 Telecom of New York, LP**  
 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 40  
 Revision 0  
 Superseding Revision

---

PRIVATE LINE SERVICES

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SECTION 2 - REGULATIONS, (CONT'D.)

2.16 Service Level Standards and Allowances for Interruption in Service, (Cont'd.)

2.16.3 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

B. Network Latency

The Company's On-Net ENLAN Service will have an average round-trip transmission of 50 milliseconds or less between the Company's designated regional route servers in the forty-eight contiguous United States and an average round-trip transmission of 75 milliseconds or less between the Company's designated regional route servers located in Hawaii and the mainland United States ("Latency"). Latency calculations do not include Customer host to host readings. If the Company fails to meet the applicable Latency objective, credits will be calculated as specified below. Credits are based upon a percentage of the MRC for the non-performing ENLAN Service as follows:

48 Contiguous U.S.	Hawaii	Credits
0 to 50.00 ms	0 to 75.00 ms	No Credit
50.01 to 60.00 ms	75.01 to 85.00 ms	5% of the MRC
60.01 to 65.00 ms	85.01 to 90.00 ms	10% of the MRC
65.01 to 70.00 ms	90.01 to 95.00 ms	15% of the MRC
70.01 to 75.00 ms	95.01 to 100.00 ms	20% of the MRC
75.01 to 80.00 ms	100.01 to 105.00 ms	35% of the MRC
80.01 ms or greater	105.01 ms or greater	50% of the MRC

Optimum TCP throughput may require adjustments to the default TCP stack settings.

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By: General Counsel, Regulatory Policy  
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 Broomfield, CO 80021

NYpl1601a

**Level 3 Telecom of New York, LP**  
 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 41  
 Revision 0  
 Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.16 Service Level Standards and Allowances for Interruption in Service, (Cont'd.)

2.16.3 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

C. Packet Delivery

The Company's On-Net ENLAN Services will have packet delivery of at least 99.5%. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between the Company's designated regional route servers. If the Company fails to meet this objective, credits will be calculated as specified below. Credits are based upon a percentage of the MRC for the non-performing ENLAN Service as follows:

<u>Packet Delivery</u>	<u>Credits</u>
99.5% or greater	No Credit
99% to 99.4%	5% of the MRC
98% to 98.9%	10% of the MRC
97% to 97.9%	15% of the MRC
96% to 96.9%	20% of the MRC
95% to 95.9%	35% of the MRC
Less than 95%	50% of the MRC

D. On-time Installation

For ENLAN Services provisioned entirely on the Company's Network, the Company will complete installation within 15 business days after the Service Order is received by its Provisioning Network Operations Center ("PNOC"). For Services provisioned through another provider, the Company will complete installation within 15 business days from the PNOC's receipt of the Service Order, plus the underlying provider's actual installation interval. If the Company fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable Service Order.

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 42  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.16 Service Level Standards and Allowances for Interruption in Service, (Cont'd.)

2.16.3 Extended Native Local Area Network ("ENLAN") Service, (Cont'd.)

E. Special Provisions Applicable to ENLAN Service Level Standards

Standard maintenance windows are based on the time zone of a city's location.

2.16.4 Transport Services

A. Availability

The Company's On-Net, dedicated, DS-n and SONET OC-n and Optical Wavelength Transport Services ("Transport Services") will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability"), or Customer will receive Service Outage credits as specified below. Customer shall report Service Outages by contacting the Company's Customer and Network Reliability Center at 1-877-453-8353 ("CNRC"). The Company will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purposes of determining the applicable credit, a Service Outage begins when the trouble ticket is opened and closes when the Service is properly restored.

A service outage causing Network non-availability is defined as the inability to transmit and receive data via the Transport Service due to the Company's equipment or network ("Service Outage").

Standard maintenance windows are based on the time zone of a city's location.

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NYpl1601a

**Level 3 Telecom of New York, LP**  
 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 43  
 Revision 0  
 Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.16 Service Level Standards and Allowances for Interruption in Service, (Cont'd.)

2.16.4 Transport Services, (Cont'd.)

B. Amount of Credit

Credits are based upon a percentage of the MRC for the non-performing Transport Service as follows:

<u>Per Service Outage</u>	<u>Percentage Credit</u>
Under 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

For Service Outages lasting 24 hours or greater, Customer will receive the greater of the 50% MRC credit identified above or a credit equal to 1/1440 of the applicable MRC for each 30 minutes of the Service Outage. The aggregate credits provided during any calendar month may not exceed the monthly recurring charge for the non-performing Transport Service. The remedies set forth in this tariff constitute Customer's sole and exclusive remedy in the event of any Service Outage or failure to meet Network Availability.

2.17 Joint Use Arrangements

Joint use arrangements will be permitted for all Company services offered pursuant to this tariff. From each joint use arrangement, one member will be designated to be the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate or discontinue service only from this Customer. The designation of one member of a joint use arrangement for the above purpose shall not affect Customer's (i.e., each member'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.

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 44  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.18 Schools and Libraries Discount Program

2.18.1 General

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

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

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Broomfield, CO 80021

NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 45  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.18 Schools and Libraries Discount Program, (Cont'd.)

2.18.2 Regulations

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

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 46  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.18 Schools and Libraries Discount Program, (Cont'd.)

2.18.3 Discounted Rates for Schools and Libraries

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

2.19 Services Provided Pursuant to Term Agreement

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.

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Broomfield, CO 80021

NYpl1601a

**Level 3 Telecom of New York, LP**  
 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 47  
 Revision 0  
 Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.20 Expedited Due Date Service

2.20.1 General

Upon acceptance of the Customer's application for service, the Company will notify the Customer of the time frame in which service will be installed. When a Customer requests that service be provided in advance of the established service interval, and the Company is able to comply, an expedited due date is not met by the Company.

2.20.2 Limitation of Liability

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

2.20.3 Description of Charges

The charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable. The company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

Expedited Due Date Charge

	Nonrecurring Charge	
	<u>Minimum</u>	<u>Maximum</u>
Per DS-1	\$150.00	\$ 400.00
Per DS-3	\$350.00	\$ 600.00
Per LAN System	\$750.00	\$1,500.00

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NYpl1601a

**Level 3 Telecom of New York, LP**  
 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 48  
 Revision 0  
 Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.21 Modification of Service Order

If the Customer requests a change in the service order after receipt of a firm order confirmation (excluding requests to expedite the due date as provided by Section 2.20 of this tariff), an Order Modification Charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to modify the service order.

	<u>Minimum</u>	<u>Maximum</u>
Order Modification Charge	\$50.00	\$150.00

2.22 Negotiated Rates and Competitive Discounts

Customized service packages at Negotiated Rates or Competitive Discounts may be furnished on a case-by-case basis in response to request by Customers of the Company for proposals or for competitive bids. Service offered under this Tariff provision will be provided to Customers pursuant to contract.

Competitive Discounts are available to Customer purchasing services with a contract period of 24 months or greater. Competitive Discounts shall not exceed 30%.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the Customer is located; (2) the horizontal and vertical distance from the central office to the Customer's premises; (3) the availability and location of the network facilities; (4) the type of service; (5) the price of the service; (6) the number of lines (circuits) being used; and (7) the length of the contract terms.

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 Broomfield, CO 80021

NYpl1601a

**Level 3 Telecom of New York, LP**  
 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 49  
 Revision 0  
 Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.23 Cancellation of Service Order

If the Customer cancels its order for service prior to the service due date, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order.

	<u>Minimum</u>	<u>Maximum</u>
Order Cancellation Charge, Per Circuit or 25% of the monthly recurring rate for the cancelled circuit whichever is higher	\$50.00	\$200.00

2.24 Moves and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge per line for the underlying service will apply as if the work had been done by the Company.

The Customer will be assessed a nonrecurring charge for any move, add or change of a Company service. Move and Change are defined as follows:

Move: A change in physical location of the Customer's premises or the point of termination at the Customer's premises. Charges equal to initial installation charge apply.

Change: Any revision, redesign or other provisioning change to existing services.

<u>Change Order</u>	<u>Minimum Nonrecurring Charge, each</u>
Switch Configuration or Feature Addition	\$50.00
Trunk Routing Configuration	\$75.00

<u>Change Order</u>	<u>Maximum Nonrecurring Charge, each</u>
Switch Configuration or Feature Addition	\$100.00
Trunk Routing Configuration	\$150.00

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 50  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 2 - REGULATIONS, (CONT'D.)

2.25 Restoration of Service

2.25.1 Description

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time the restoration of the suspended service and facilities is arranged. The Company may require the Customer to pay a deposit prior to the restoration of the suspended service and facilities. The restoration charge does not apply when, after disconnection of service, service is later reinstalled.

2.25.2 Rates

	<u>Minimum</u>	<u>Maximum</u>
Restoration Charge	\$25.00	\$100.00

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Broomfield, CO 80021

NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 51  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Digital Transmission Services

3.1.1 General

- A. Nonrecurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Typically, three (3) standard rate elements are used in calculating the monthly recurring rate for each service:
1. Local Distribution Channel(LDC): This rate element applies to each end-point of a digital channel. Different charges apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection.
  2. Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the end-points of the channel are located in geographic areas normally serviced out of separate telephone company end offices. Different charges apply depending on whether the connection is Type I (on-net) or Type II (off-net) connection.
  3. Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two telephone company end offices that normally serve the geographic areas in which the end-points of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges apply depending on whether the connection is a Type I (on-net) or Type II (off-net) connection.

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 52  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Digital Transmission Services, (Cont'd.)

3.1.1 General, (Cont'd.)

A. (Cont'd.)

4. Optional Features and Functions:

- a. Automatic Signaling: For use in a two point voice grade circuit between stations in different buildings or on different premises. When a subscriber goes off hook at one terminal location, the Company's Central Office equipment detects the off hook condition and puts ringing generator on the circuit to signal the distant station. When the distant end answers, the generator automatically stops and talk battery is supplied for the voice circuit. Charges for automatic signaling apply per circuit.
- b. Multiplexing Charge: This rate element applies where the Customer requests that its services be multiplexed onto higher bandwidth facilities for delivery to the Customer.
- c. Data Conditioning: Allows two and four wire circuits to support analog data transmission at speeds up to 19.2 Kbps. Application is per LDC.

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 53  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Digital Transmission Services, (Cont'd.)

3.1.1 General, (Cont'd.)

B. Type I Channels

Type I digital channels are provided where both end-points of a channel are served by the Company's network. Rates for Type I Channels are provided in Section 6 of this tariff.

C. Type II Channels

Type II digital channels are provided where at least one end-point of a channel is served by the network of an entity with whom the Company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the Company's facilities are based on the Company's costs to interconnect to the facilities of the other carriers. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 54  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Digital Transmission Services, (Cont'd.)

3.1.2 DS0 Voice Grade Service

DS0 is equivalent to voice grade service that provides frequency transmission capability in the normal frequency range of 300 to 3000 Hz and may be terminated utilizing two-wire or four-wire circuits. DS0 voice grade service can also carry analog data.

3.1.3 Broadcast Video Service

Broadcast Video Service provides a one-way digital simplex uncompressed video and audio circuit provisioned at the rate of 140 Mbps. The circuit meets MTSC RS-250-C standards for short haul video services. The circuit enables the end Customer (typically a broadcaster) to pick up feeds from satellite vendors and re-transmit the signals to viewers of the Customer's programming.

3.1.4 Digital Data Service

Digital Data Service provides the duplex four-wire transmission of synchronous serial data at rates ranging from 2.4 Kbps to 64 Kbps.

3.1.5 DS1 Service

DS1 Service is for the transmission of synchronous serial data at 1.544 Mbps.

A. Fractional DS1 Service

Fractional DS1 Service is intermediate bit rate channels in multiple increments of either 56 Kbps or 64 Kbps up to 1.544 Mbps.

3.1.6 E1 Service

Provides European standard digital service, operating at 2.048 Mbps.

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 55  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Digital Transmission Services, (Cont'd.)

3.1.7 DS3 Service

DS3 Service is for transmission of synchronous serial data at 44.736 Mbps or higher.

3.1.8 Native Local Area Network (NLAN) Services

A. Elite NLAN Service

Elite NLAN is an optical Ethernet transport service which offers full duplex connectivity via native IEEE standard Ethernet interfaces. Service may be provisioned in a Point-to-Point, MultiPoint or Point-to-MultiPoint configuration.

Point-to-Multipoint NLAN Service offers full mesh Multipoint connectivity via native IEEE Standard Ethernet interfaces.

B. Customer Direct NLAN Service

Customer Direct NLAN is a point-to-point unprotected room and 1000 M Ethernet Service. The fiber between the two Customer locations is dedicated to the individual Customer. Troubleshooting and monitoring is accomplished by a Company technician visit.

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 56  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Digital Transmission Services, (Cont'd.)

3.1.8 Native Local Area Network (NLAN) Services, (Cont'd.)

C. Enterprise Switched NLAN Service

Enterprise SNLAN service is a switched Ethernet service that allows the Customer to access a shared network infrastructure to connect multiple Customer locations in a mesh configuration through standard IEEE 10M, 100M or 1000M Ethernet ports. Multiple Customers traverse the shared physical network infrastructure with traffic from each Customer differentiated from that of another Customer through unique, secure logical connections.

Enterprise SNLAN Service is designed to accommodate both Untagged Customer Ethernet traffic as well as Tagged Customer Ethernet traffic across the Company's network. Customers may select Individual Tag Service (ITS) option or the Unlimited Tag Service (UTS) option.

Individual Tag Service Option

With ITS, the Customer pays per Tag for each of the Tags they wish to transport across the network. Specific VLAN Tag numbers are available to Customers on a first-come, first served basis.

Note 1

Full line-rate 1000M Ethernet ports are generally available with the SNLAN Service. However, depending on the equipment deployed, only 1000M Ethernet ports with a bandwidth limitation of 622M may be available.

Note 2

Customer Tagged Traffic: The Customer has already Tagged or uniquely applied Ethernet VLAN ID's to their Ethernet traffic for purposes pertinent to the Customer internal enterprise network. Therefore, this traffic enters the Company's SNLAN network without Tags already attached to the Ethernet frames. This type of traffic is referred to as Untagged Customer traffic.

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 57  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Digital Transmission Services, (Cont'd.)

3.1.8 Native Local Area Network (NLAN) Services, (Cont'd.)

D. Extended NLAN (E-NLAN) Service

The Extended NLAN service is an Ethernet service that provides a managed end-to-end solution.

Extended NLAN is offered over the Company's IP Backbone, encapsulating the Customer traffic using layer 2 tunnels as a best effort service. To transport Ethernet frames across the IP Backbone an Ethernet connection will be made between the NLAN CO Ethernet switch and an aggregation router on the Internet infrastructure. This IP ingress point is responsible for encapsulating Ethernet frames into a layer 2 logical frame. The Customer is responsible for its LAN protocols traversing the Long-Haul NLAN network.

There are two levels of E NLAN service for PTP: Enhanced and Basic. Both of these services are offered in a redundant manner. The redundant offering would mean that an IP Backbone outage would result in packets being rerouted over an alternate path. The enhanced service offering means that capacity for both paths must be reserved for all Customers and a higher Class of Service will be implemented for these Customers. The basic service offering means that the Customer will receive a lower class of service if their traffic needs to be re-routed.

Customer must purchase separately Metro NLAN for each end of the Extended NLAN service.

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Initial Effective Date: September 11, 2016

Leaf 58  
Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Digital Transmission Services, (Cont'd.)

3.1.9 Private Network Service

A custom designed dedicated network that meets the needs of Customers that require a variety of the Company's services.

3.1.10 Virtual Hub Service

Virtual Hub Service makes it possible for a Customer to aggregate multiple lower capacity transport services which terminate at multiple locations to one high capacity facility terminating in one other Customer location. Virtual Hub Service is provisioned when a Customer requests service that has different interface speeds at two or more Customer premises.

3.1.11 Optional Features and Functions

The Company will provide certain optional features and functions. Optional features and functions include multiplexing services, signaling, voice functionality and data conditioning.

3.2 ESCON Storage Transport

ESCON Storage Transport Product is a point-to-point circuit that connects an IBM mainframe at the Customer's location to an off-site storage provider using standard ESCON protocol. Specifically designed for Business Continuity/Disaster Recovery, this service provides the Customer with the ability to back up mission-critical data in real time on a transaction-by-transaction basis.

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Initial Effective Date: September 11, 2016

Leaf 59  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 VPN Service

3.3.1 Description

The Company's VPN Service provides an isolated, segmented virtual tunnel between two or more points on the Company's network. This is a routed connection and requires that the two end points are capable of Network Layer decisions and are on different subnets. There are two pricing components to the service: Access (bandwidth) and Transport (port).

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NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 60  
Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

---

SECTION 4 - INDIVIDUAL CASE BASIS ARRANGEMENTS

4.1 Individual Case Basis Arrangements

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an Individual Case Basis ("ICB"). ICB arrangements will be made available whenever volume discounts or other specialized pricing factors require an individually negotiated contract, or when a Customer orders four (4) or more circuits from the Company.

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NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 61  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 5 - RATE REGULATIONS

5.1 General

This section sets out regulations for the rates that are applied to the Company's purchased hereunder. Actual rates for services are provided in Section 6.

5.2 Flexible Pricing

5.2.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for dedicated services. The Company may change a specific rate within the range of the established minimum and maximum rates.

5.2.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Schedule with the Commission.
- B. Customer notification of rate change shall be in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing plan due to a price increase. The Customer will be credited for the difference between the new price and the old price retro-active to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within ten (10) days of receiving notification of the price increase.

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NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 62  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 5 - RATE REGULATIONS, (CONT'D.)

5.3 Service and Promotional Trials

5.3.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce present or potential Customers to a service not previously subscribed to by the Customer.

5.3.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible Customers and to the Commission.
- B. During a Service Trial, the service(s) is provided automatically to all eligible Customers, except those Customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A Customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, Customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible Customers who ask to participate. Customers will be notified in advance of the opportunity to receive the services in the trial for free. A Customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period their service was in place. At the end of the trial, Customers that do not contact the Company to request that the service be disconnected will be billed for the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial. The offering of this trial period option is limited in that a service may be tried only once per Customer, per premises.

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NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 63  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

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SECTION 5 - RATE REGULATIONS, (CONT'D.)

5.4 Volume Discounts

Volume discounts will be applied on an individual case basis (ICB) dependent on the number of circuits ordered, the capacity of the circuits ordered, and the length of the Customer commitment. ICB pricing will be provided when a Customer orders four (4) or more circuits from the Company.

5.5 Negotiated Rates and Competitive Discounts

Customized service packages at Negotiated Rates or Competitive Discounts may be furnished on a case-by-case basis in response to request by Customers of the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract.

Competitive Discounts are available to Customer purchasing services with a contract period of 24 months or greater. Competitive Discounts shall not exceed 30%.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the Customer is located; (2) the horizontal and vertical distance from the central office to the Customer's premises; (3) the availability and location of network facilities; (4) the type of service; (5) the price of the service; (6) the number of lines (circuits) being used; and (7) the length of the contract terms.

Upon notice to the Customer, the Company may change rates offered pursuant to special arrangement or individual case basis pricing if the provision of service at such rate(s) becomes economically infeasible.

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 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 64  
 Revision 0  
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PRIVATE LINE SERVICES

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SECTION 6 - RATES

6.1 Digital Transmission Service Rates for DS0 Services

6.1.1 2-Wire DS0 Service - Type I Only\*

<u>Rate Element</u>	<u>Monthly Recurring Rate</u>	
	<u>Minimum</u>	<u>Maximum</u>
Local Distribution Channel (LDC)	\$10.00	\$50.00
Interoffice Channel Mileage (Fixed)	\$10.00	\$50.00
Interoffice Channel Mileage (Per Mile)	\$1.00	\$20.00
	<u>Nonrecurring Rate</u>	
First LDC	\$0.00	\$250.00
Additional LDCs	\$0.00	\$250.00

6.1.2 4-Wire DS0 Service - Type I Only\*

<u>Rate Element</u>	<u>Monthly Recurring Rate</u>	
	<u>Minimum</u>	<u>Maximum</u>
Local Distribution Channel (LDC)	\$15.00	\$50.00
Interoffice Channel Mileage (Fixed)	\$10.00	\$50.00
Interoffice Channel Mileage (Per Mile)	\$1.00	\$20.00
	<u>Nonrecurring Rate</u>	
First LDC	\$0.00	\$250.00
Additional LDCs	\$0.00	\$250.00

\* - Actual Rates charged will not exceed those charged by New York Telephone.

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 Initial Effective Date: September 11, 2016

Leaf 65  
 Revision 0  
 Superseding Revision

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PRIVATE LINE SERVICES

---

SECTION 6 – RATES, (CONT'D.)

6.1 Digital Transmission Service Rates for DS0 Services, (Cont'd.)

6.1.3 Digital Data Service (DDS at 2.4, 4.8, 9.6, 19.2 or 56 Kbps) - Type 1 Only\*

<u>Rate Element</u>	<u>Monthly Recurring Rate</u>	
	<u>Minimum</u>	<u>Maximum</u>
Local Distribution Channel (LDC)	\$25.00	\$80.00
Interoffice Channel Mileage (Fixed)	\$10.00	\$35.00
Interoffice Channel Mileage (Per Mile)	\$1.00	\$5.00
	<u>Nonrecurring Rate</u>	
First LDC	\$0.00	\$300.00
Additional LDCs	\$0.00	\$300.00

6.1.4 Digital Data Service (DDS) at 64 Kbps) - Type I Only\*

<u>Rate Element</u>	<u>Monthly Recurring Rate</u>	
	<u>Minimum</u>	<u>Maximum</u>
Local Distribution Channel (LDC)	\$28.00	\$161.00
Interoffice Channel Mileage (Fixed)	\$0.00	\$134.00
Interoffice Channel Mileage (Per Mile)	\$1.10	\$25.00
	<u>Nonrecurring Rate</u>	
First LDC	\$60.00	\$380.00
Additional LDCs	\$37.00	\$380.00

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Leaf 66  
 Revision 0  
 Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 6 – RATES, (CONT'D.)

6.1 Digital Transmission Service Rates for DS0 Services, (Cont'd.)

6.1.5 Service Discount Plan

<u>Commitment Period</u>	<u>Discount</u>
3 years	ICB
5 years	ICB
7 years	ICB

Volume discount plans apply as set forth in Section 5.4.

6.2 Digital Transmission Service Rates for DS1 Services - Type I Only\*

<u>Rate Element</u>	<u>Monthly Recurring Rate</u>	
	<u>Minimum</u>	<u>Maximum</u>
Local Distribution Channel (LDC)	\$75.00	\$225.00
Interoffice Channel Mileage (Fixed)	\$26.00	\$110.00
Interoffice Channel Mileage (Per Mile)	\$0.00	\$25.00
	<u>Nonrecurring Rate</u>	
First LDC	\$0.00	\$500.00
Additional LDCs	\$0.00	\$500.00

6.2.1 Fractional DS1 Service Rates Per Each 56 or 64 Kbps Service in the Fractional DS1 - Type 1 Only\*

Individual case basis pricing will be used for fractional services.

\* - Actual Rates charged will not exceed those charged by New York Telephone.

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 Revision 0  
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---

PRIVATE LINE SERVICES

---

SECTION 6 – RATES, (CONT'D.)

6.2 Digital Transmission Service Rates for DS1 Services - Type I Only\*, (Cont'd.)

6.2.2 Service Discount Plan

<u>Commitment Period</u>	<u>Discount</u>
3 years	15 %
5 years	25 %
7 years	30 %
Volume discount plans apply as set forth in Section 5.4.	

6.3 Digital Transmission Service Rates for DS3 Services – Type I Only\*

<u>Rate Element</u>	<u>Monthly Recurring Rate</u>	
	<u>Minimum</u>	<u>Maximum</u>
Local Distribution Channel (LDC)	\$600.00	\$1,875.00
Interoffice Channel Mileage (Fixed)	\$270.00	\$800.00
Interoffice Channel Mileage (Per Mile)	\$0.00	\$150.00
	<u>Nonrecurring Rate</u>	
First LDC	\$0.00	\$1,275.00
Additional LDCs	\$0.00	\$1,275.00

6.3.1 Service Discount Plan

<u>Commitment Period</u>	<u>Discount</u>
3 years	10%
5 years	35%
7 years	40%
Volume discount plans apply as set forth in Section 5.4.	

\* - Actual Rates charged will not exceed those charged by New York Telephone.

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Leaf 68  
 Revision 0  
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---

PRIVATE LINE SERVICES

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SECTION 6 – RATES, (CONT'D.)

6.4 Digital Transmission Services Rates for E1 Services - Type I Only

Individual case basis pricing will be used for E1 Services.

6.5 Broadcast Video Services

Rates and Charges per Point of Termination:

	<u>Minimum</u>	<u>Maximum</u>
Monthly Recurring Charge	\$500.00	\$1,000.00
Nonrecurring Charge	\$750.00	\$1,250.00

6.6 Native Local Area Network Service

Individual case basis pricing will be used for Native Local Area Network Services.

6.7 Private Network Services

Individual case basis pricing will be used for Private Network Services.

6.8 ESCON Storage Transport

Individual case basis pricing will be used for ESCON Storage Transport Services.

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 Initial Effective Date: September 11, 2016

Leaf 69  
 Revision 0  
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---

PRIVATE LINE SERVICES

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SECTION 6 – RATES, (CONT'D.)

6.9 VPN Service

6.9.1 Rates and Charges

VPN Service pricing is based on the access type and bandwidth of each location, as well as the term service commitment entered into by the Customer. The pricing below applies to on-net circuits. For services provisioned Off Net, additional charges will apply.

A. T-1 VPN Service

1. T-1 VPN Access

		T-1 VPN Access				
		Nonrecurring	Minimum Monthly Recurring Charge			
<u>Per Mbps</u>	<u>Charge</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>	
1.5	\$250.00	\$220.00	\$220.00	\$220.00	\$220.00	

		T-1 VPN Access				
		Nonrecurring	Maximum Monthly Recurring Charge			
<u>Per Mbps</u>	<u>Charge</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>	
1.5	\$2,000.00	\$1,362.00	\$1,362.00	\$1,362.00	\$1,362.00	

2. T-1 VPN Transport (On-Net)

		On-Net T-1 VPN Transport				
		Nonrecurring	Minimum Monthly Recurring Charges			
<u>Circuit</u>	<u>Charge</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>	
T1-1.5M	\$0.00	\$42.00	\$42.00	\$42.00	\$42.00	
2 x T1-3M	\$0.00	\$85.00	\$85.00	\$85.00	\$85.00	
3 x T1-4.5M	\$0.00	\$128.00	\$128.00	\$128.00	\$128.00	
4 x T1-6M	\$0.00	\$170.00	\$170.00	\$170.00	\$170.00	

		On-Net T-1 VPN Transport				
		Nonrecurring	Maximum Monthly Recurring Charges			
<u>Circuit</u>	<u>Charge</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>	
T1-1.5M	\$400.00	\$170.00	\$170.00	\$170.00	\$170.00	
2 x T1-3M	\$400.00	\$340.00	\$340.00	\$340.00	\$340.00	
3 x T1-4.5M	\$400.00	\$450.00	\$450.00	\$450.00	\$450.00	
4 x T1-6M	\$400.00	\$680.00	\$680.00	\$680.00	\$680.00	

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 Revision 0  
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---

PRIVATE LINE SERVICES

---

SECTION 6 – RATES, (CONT'D.)

6.9 VPN Service, (Cont'd.)

6.9.1 Rates and Charges, (Cont'd.)

B. DS-3 VPN Service

1. DS-3 VPN Access

Mbps	Minimum	DS-3 VPN Access			
	Nonrecurring Charge	Minimum Monthly Recurring Charge			
		1 Year	2 Years	3 Years	5 Years
3	\$375.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00
6	\$375.00	\$ 730.00	\$ 730.00	\$ 730.00	\$ 730.00
9	\$375.00	\$ 815.00	\$ 815.00	\$ 815.00	\$ 815.00
12	\$375.00	\$ 921.00	\$ 921.00	\$ 921.00	\$ 921.00
15	\$375.00	\$1,012.00	\$1,012.00	\$1,012.00	\$1,012.00
18	\$375.00	\$1,142.00	\$1,142.00	\$1,142.00	\$1,142.00
21	\$375.00	\$1,242.00	\$1,242.00	\$1,242.00	\$1,242.00
24	\$375.00	\$1,312.00	\$1,312.00	\$1,312.00	\$1,312.00
27	\$375.00	\$1,448.00	\$1,448.00	\$1,448.00	\$1,448.00
30	\$375.00	\$1,480.00	\$1,480.00	\$1,480.00	\$1,480.00
33	\$375.00	\$1,565.00	\$1,565.00	\$1,565.00	\$1,565.00
36	\$375.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
39	\$375.00	\$1,789.00	\$1,789.00	\$1,789.00	\$1,789.00
42	\$375.00	\$1,871.00	\$1,871.00	\$1,871.00	\$1,871.00
45	\$375.00	\$1,945.00	\$1,945.00	\$1,945.00	\$1,945.00

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 Initial Effective Date: September 11, 2016

Leaf 71  
 Revision 0  
 Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 6 – RATES, (CONT'D.)

6.9 VPN Service, (Cont'd.)

6.9.1 Rates and Charges, (Cont'd.)

B. DS-3 VPN Service, (Cont'd.)

1. DS-3 VPN Access, (Cont'd.)

<u>Mbps</u>	<u>Maximum Nonrecurring Charge</u>	<u>DS-3 VPN Access Maximum Monthly Recurring Charge</u>			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
3	\$8,000.00	\$1,978.00	\$1,978.00	\$1,978.00	\$1,978.00
6	\$8,000.00	\$2,920.00	\$2,920.00	\$2,920.00	\$2,920.00
9	\$8,000.00	\$3,260.00	\$3,260.00	\$3,260.00	\$3,260.00
12	\$8,000.00	\$3,684.00	\$3,684.00	\$3,684.00	\$3,684.00
15	\$8,000.00	\$4,046.00	\$4,046.00	\$4,046.00	\$4,046.00
18	\$8,000.00	\$4,566.00	\$4,566.00	\$4,566.00	\$4,566.00
21	\$8,000.00	\$4,966.00	\$4,966.00	\$4,966.00	\$4,966.00
24	\$8,000.00	\$5,248.00	\$5,248.00	\$5,248.00	\$5,248.00
27	\$8,000.00	\$5,790.00	\$5,790.00	\$5,790.00	\$5,790.00
30	\$8,000.00	\$5,920.00	\$5,920.00	\$5,920.00	\$5,920.00
33	\$8,000.00	\$6,258.00	\$6,258.00	\$6,258.00	\$6,258.00
36	\$8,000.00	\$6,798.00	\$6,798.00	\$6,798.00	\$6,798.00
39	\$8,000.00	\$7,154.00	\$7,154.00	\$7,154.00	\$7,154.00
42	\$8,000.00	\$7,482.00	\$7,482.00	\$7,482.00	\$7,482.00
45	\$8,000.00	\$7,794.00	\$7,794.00	\$7,794.00	\$7,794.00

2. DS-3 VPN Transport (On-Net)

<u>Circuit</u>	<u>Minimum Nonrecurring Charge</u>	<u>On-Net DS-3 VPN Transport Minimum Monthly Recurring Charge</u>			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
DS-3	\$0.00	\$130.00	\$130.00	\$130.00	\$130.00

<u>Circuit</u>	<u>Maximum Nonrecurring Charge</u>	<u>On-Net DS-3 VPN Transport Maximum Monthly Recurring Charge</u>			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
DS-3	\$800.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00

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 Initial Effective Date: September 11, 2016

Leaf 72  
 Revision 0  
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---

PRIVATE LINE SERVICES

---

SECTION 6 – RATES, (CONT'D.)

6.9 VPN Service, (Cont'd.)

6.9.1 Rates and Charges, (Cont'd.)

C. OC-3 VPN Service

1. OC-3 VPN Access

<u>Mbps</u>	<u>Minimum Nonrecurring Charge</u>	<u>OC-3 VPN Access Minimum Monthly Recurring Charge</u>			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
35	\$750.00	\$1,638.00	\$1,638.00	\$1,638.00	\$1,638.00
45	\$750.00	\$1,949.00	\$1,949.00	\$1,949.00	\$1,949.00
55	\$750.00	\$2,262.00	\$2,262.00	\$2,262.00	\$2,262.00
65	\$750.00	\$2,574.00	\$2,574.00	\$2,574.00	\$2,574.00
75	\$750.00	\$2,886.00	\$2,886.00	\$2,886.00	\$2,886.00
85	\$750.00	\$3,199.00	\$3,199.00	\$3,199.00	\$3,199.00
95	\$750.00	\$3,505.00	\$3,505.00	\$3,505.00	\$3,505.00
105	\$750.00	\$3,755.00	\$3,755.00	\$3,755.00	\$3,755.00
115	\$750.00	\$4,255.00	\$4,255.00	\$4,255.00	\$4,255.00
125	\$750.00	\$4,628.00	\$4,628.00	\$4,628.00	\$4,628.00
135	\$750.00	\$4,755.00	\$4,755.00	\$4,755.00	\$4,755.00
145	\$750.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
155	\$750.00	\$5,728.00	\$5,728.00	\$5,728.00	\$5,728.00

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Leaf 73  
 Revision 0  
 Superseding Revision

---

PRIVATE LINE SERVICES

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SECTION 6 – RATES, (CONT'D.)

6.9 VPN Service, (Cont'd.)

6.9.1 Rates and Charges, (Cont'd.)

C. OC-3 VPN Service, (Cont'd.)

1. OC-3 VPN Access, (Cont'd.)

<u>Mbps</u>	<u>Maximum Nonrecurring Charge</u>	<u>OC-3 VPN Access Maximum Monthly Recurring Charge</u>			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
35	\$8,000.00	\$ 6,552.00	\$ 6,552.00	\$ 6,552.00	\$ 6,552.00
45	\$8,000.00	\$ 7,794.00	\$ 7,794.00	\$ 7,794.00	\$ 7,794.00
55	\$8,000.00	\$ 9,043.00	\$ 9,043.00	\$ 9,043.00	\$ 9,043.00
65	\$8,000.00	\$10,294.00	\$10,294.00	\$10,294.00	\$10,294.00
75	\$8,000.00	\$11,542.00	\$11,542.00	\$11,542.00	\$11,542.00
85	\$8,000.00	\$12,796.00	\$12,796.00	\$12,796.00	\$12,796.00
95	\$8,000.00	\$14,020.00	\$14,020.00	\$14,020.00	\$14,020.00
105	\$8,000.00	\$15,020.00	\$15,020.00	\$15,020.00	\$15,020.00
115	\$8,000.00	\$17,020.00	\$17,020.00	\$17,020.00	\$17,020.00
125	\$8,000.00	\$18,512.00	\$18,512.00	\$18,512.00	\$18,512.00
135	\$8,000.00	\$19,020.00	\$19,020.00	\$19,020.00	\$19,020.00
145	\$8,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
155	\$8,000.00	\$22,912.00	\$22,912.00	\$22,912.00	\$22,912.00

2. OC-3 VPN Transport (On-Net)

<u>Circuit</u>	<u>Minimum Nonrecurring Charge</u>	<u>On-Net OC-3 Transport Minimum Monthly Recurring Charge</u>			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
OC-3	\$0.00	\$366.00	\$366.00	\$366.00	\$366.00

<u>Circuit</u>	<u>Maximum Nonrecurring Charge</u>	<u>On-Net OC-3 Transport Maximum Monthly Recurring Charge</u>			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
OC-3	\$800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00

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 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 74  
 Revision 0  
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PRIVATE LINE SERVICES

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SECTION 6 – RATES, (CONT'D.)

6.9 VPN Service, (Cont'd.)

6.9.1 Rates and Charges, (Cont'd.)

D. VPN Ethernet

1. VPN Ethernet Access

Mbps	Minimum Nonrecurring Charge	VPN Ethernet Access Minimum Monthly Recurring Charge			
		1 Year	2 Years	3 Years	5 Years
2	\$375.00	\$313.00	\$282.00	\$267.00	\$250.00
4	\$375.00	\$470.00	\$423.00	\$400.00	\$376.00
6	\$375.00	\$523.00	\$471.00	\$444.00	\$418.00
8	\$375.00	\$573.00	\$516.00	\$487.00	\$458.00
10	\$375.00	\$624.00	\$561.00	\$530.00	\$499.00
15	\$375.00	\$795.00	\$716.00	\$676.00	\$636.00
20	\$375.00	\$968.00	\$871.00	\$823.00	\$774.00
25	\$375.00	\$1,140.00	\$1,026.00	\$969.00	\$912.00
30	\$375.00	\$1,313.00	\$1,182.00	\$1,116.00	\$1,050.00
35	\$375.00	\$1,485.00	\$1,337.00	\$1,263.00	\$1,188.00
40	\$375.00	\$1,658.00	\$1,492.00	\$1,409.00	\$1,326.00
45	\$375.00	\$1,830.00	\$1,647.00	\$1,555.00	\$1,464.00
50	\$375.00	\$1,938.00	\$1,744.00	\$1,647.00	\$1,550.00
55	\$375.00	\$2,048.00	\$1,843.00	\$1,741.00	\$1,638.00
60	\$375.00	\$2,158.00	\$1,942.00	\$1,834.00	\$1,726.00
65	\$375.00	\$2,265.00	\$2,039.00	\$1,926.00	\$1,812.00
70	\$375.00	\$2,375.00	\$2,138.00	\$2,019.00	\$1,900.00
75	\$375.00	\$2,485.00	\$2,237.00	\$2,113.00	\$1,988.00
80	\$375.00	\$2,593.00	\$2,334.00	\$2,204.00	\$2,074.00
85	\$375.00	\$2,703.00	\$2,433.00	\$2,297.00	\$2,162.00
90	\$375.00	\$2,810.00	\$2,529.00	\$2,389.00	\$2,248.00
95	\$375.00	\$2,920.00	\$2,628.00	\$2,482.00	\$2,336.00
100	\$375.00	\$3,029.00	\$2,726.00	\$2,575.00	\$2,223.00
125	\$1,000.00	\$3,560.00	\$3,204.00	\$3,026.00	\$5,696.00
150	\$1,000.00	\$4,090.00	\$3,681.00	\$3,476.00	\$2,848.00
175	\$1,000.00	\$4,608.00	\$4,147.00	\$3,917.00	\$3,686.00

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 Initial Effective Date: September 11, 2016

Leaf 75  
 Revision 0  
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PRIVATE LINE SERVICES

---

SECTION 6 – RATES, (CONT'D.)

6.9 VPN Service, (Cont'd.)

6.9.1 Rates and Charges, (Cont'd.)

D. VPN Ethernet, (Cont'd.)

1. VPN Ethernet Access, (Cont'd.)

<u>Mbps</u>	<u>Minimum Nonrecurring Charge</u>	<u>VPN Ethernet Access Minimum Monthly Recurring Charge</u>			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
200	\$1,000.00	\$5,125.00	\$4,613.00	\$4,357.00	\$4,100.00
225	\$1,000.00	\$5,640.00	\$5,076.00	\$4,794.00	\$4,512.00
250	\$1,000.00	\$6,158.00	\$5,542.00	\$5,234.00	\$4,926.00
300	\$1,000.00	\$7,193.00	\$6,474.00	\$6,114.00	\$5,754.00
350	\$1,000.00	\$8,228.00	\$7,405.00	\$6,994.00	\$6,582.00
400	\$1,000.00	\$9,263.00	\$8,337.00	\$7,873.00	\$7,410.00
450	\$1,000.00	\$10,295.00	\$9,266.00	\$8,751.00	\$8,236.00
500	\$1,000.00	\$11,330.00	\$10,197.00	\$9,631.00	\$9,064.00
550	\$1,000.00	\$12,015.00	\$10,814.00	\$10,213.00	\$9,612.00
600	\$1,000.00	\$12,700.00	\$11,430.00	\$10,795.00	\$10,160.00
650	\$1,000.00	\$13,385.00	\$12,047.00	\$11,376.00	\$10,708.00
700	\$1,000.00	\$14,068.00	\$12,661.00	\$11,958.00	\$11,254.00
750	\$1,000.00	\$14,753.00	\$13,278.00	\$12,540.00	\$11,802.00
800	\$1,000.00	\$15,438.00	\$13,894.00	\$13,122.00	\$12,350.00
850	\$1,000.00	\$16,123.00	\$14,511.00	\$13,704.00	\$12,898.00
900	\$1,000.00	\$16,808.00	\$15,127.00	\$14,287.00	\$13,446.00
950	\$1,000.00	\$17,493.00	\$15,744.00	\$14,869.00	\$13,994.00
1,000	\$1,000.00	\$18,177.00	\$16,359.00	\$15,450.00	\$14,541.00

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 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

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 Revision 0  
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PRIVATE LINE SERVICES

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SECTION 6 – RATES, (CONT'D.)

6.9 VPN Service, (Cont'd.)

6.9.1 Rates and Charges, (Cont'd.)

D. VPN Ethernet, (Cont'd.)

1. VPN Ethernet Access, (Cont'd.)

Mbps	Maximum Nonrecurring Charge	VPN Ethernet Access Maximum Monthly Recurring Charge			
		1 Year	2 Years	3 Years	5 Years
2	\$1,500.00	\$1,250.00	\$1,126.00	\$1,062.00	\$1,000.00
4	\$1,500.00	\$1,880.00	\$1,692.00	\$1,598.00	\$1,504.00
6	\$1,500.00	\$2,090.00	\$1,882.00	\$1,776.00	\$1,672.00
8	\$1,500.00	\$2,280.00	\$2,062.00	\$1,946.00	\$1,832.00
10	\$1,500.00	\$2,494.00	\$2,244.00	\$2,120.00	\$1,996.00
15	\$1,500.00	\$3,180.00	\$2,862.00	\$2,704.00	\$2,544.00
20	\$1,500.00	\$3,870.00	\$3,484.00	\$3,290.00	\$3,096.00
25	\$1,500.00	\$4,560.00	\$4,104.00	\$3,876.00	\$3,648.00
30	\$1,500.00	\$5,250.00	\$4,726.00	\$4,462.00	\$4,200.00
35	\$1,500.00	\$5,940.00	\$5,346.00	\$5,050.00	\$4,752.00
40	\$1,500.00	\$6,630.00	\$5,968.00	\$5,636.00	\$5,304.00
45	\$1,500.00	\$7,318.00	\$6,586.00	\$6,220.00	\$5,854.00
50	\$1,500.00	\$7,750.00	\$6,976.00	\$6,588.00	\$6,200.00
55	\$1,500.00	\$8,190.00	\$7,372.00	\$6,962.00	\$6,552.00
60	\$1,500.00	\$8,630.00	\$7,768.00	\$7,336.00	\$6,904.00
65	\$1,500.00	\$9,060.00	\$8,154.00	\$7,702.00	\$7,248.00
70	\$1,500.00	\$9,500.00	\$8,550.00	\$8,076.00	\$7,600.00
75	\$1,500.00	\$9,940.00	\$8,946.00	\$8,450.00	\$7,952.00
80	\$1,500.00	\$10,370.00	\$9,334.00	\$8,814.00	\$8,296.00
85	\$1,500.00	\$10,810.00	\$9,730.00	\$9,188.00	\$8,648.00
90	\$1,500.00	\$11,240.00	\$10,116.00	\$9,554.00	\$8,992.00
95	\$1,500.00	\$11,680.00	\$10,512.00	\$9,928.00	\$9,344.00
100	\$1,500.00	\$12,116.00	\$10,904.00	\$10,298.00	\$9,692.00
125	\$4,000.00	\$14,240.00	\$12,816.00	\$12,104.00	\$11,392.00
150	\$4,000.00	\$16,358.00	\$14,722.00	\$13,904.00	\$13,086.00
175	\$4,000.00	\$18,430.00	\$16,588.00	\$15,666.00	\$14,744.00

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 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 77  
 Revision 0  
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PRIVATE LINE SERVICES

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SECTION 6 – RATES, (CONT'D.)

6.9 VPN Service, (Cont'd.)

6.9.1 Rates and Charges, (Cont'd.)

D. VPN Ethernet, (Cont'd.)

1. VPN Ethernet Access, (Cont'd.)

<u>Mbps</u>	<u>Maximum Nonrecurring Charge</u>	<u>VPN Ethernet Access Maximum Monthly Recurring Charge</u>			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
200	\$4,000.00	\$20,500.00	\$18,450.00	\$17,426.00	\$16,400.00
225	\$4,000.00	\$22,560.00	\$20,304.00	\$19,176.00	\$18,048.00
250	\$4,000.00	\$24,630.00	\$22,168.00	\$20,936.00	\$19,704.00
300	\$4,000.00	\$28,770.00	\$25,894.00	\$24,454.00	\$23,016.00
350	\$4,000.00	\$32,910.00	\$29,620.00	\$27,974.00	\$26,330.00
400	\$4,000.00	\$37,050.00	\$33,346.00	\$31,492.00	\$29,640.00
450	\$4,000.00	\$41,180.00	\$37,062.00	\$35,004.00	\$32,944.00
500	\$4,000.00	\$45,320.00	\$40,788.00	\$38,522.00	\$36,256.00
550	\$4,000.00	\$48,060.00	\$43,254.00	\$40,852.00	\$38,448.00
600	\$4,000.00	\$50,800.00	\$45,720.00	\$43,180.00	\$40,640.00
650	\$4,000.00	\$53,540.00	\$48,186.00	\$45,510.00	\$42,832.00
700	\$4,000.00	\$56,270.00	\$50,644.00	\$47,830.00	\$45,016.00
750	\$4,000.00	\$59,010.00	\$53,110.00	\$54,158.00	\$47,208.00
800	\$4,000.00	\$61,750.00	\$55,576.00	\$52,488.00	\$49,400.00
850	\$4,000.00	\$64,490.00	\$58,042.00	\$54,816.00	\$51,592.00
900	\$4,000.00	\$67,230.00	\$60,508.00	\$57,146.00	\$53,784.00
950	\$4,000.00	\$69,970.00	\$62,974.00	\$59,474.00	\$55,976.00
1,000	\$4,000.00	\$72,706.00	\$65,436.00	\$61,800.00	\$58,164.00

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 NY PSC No. 4 - Private Line  
 Initial Effective Date: September 11, 2016

Leaf 78  
 Revision 0  
 Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 6 – RATES, (CONT'D.)

6.9 VPN Service, (Cont'd.)

6.9.1 Rates and Charges, (Cont'd.)

D. VPN Ethernet, (Cont'd.)

2. VPN Ethernet Port

<u>Port</u> <u>Mbps</u>	Minimum Nonrecurring <u>Charge</u>	VPN Ethernet Port Minimum Monthly Recurring Charge			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
10	\$0.00	\$163.00	\$147.00	\$138.00	\$130.00
100	\$0.00	\$163.00	\$147.00	\$138.00	\$130.00
1000	\$0.00	\$350.00	\$315.00	\$298.00	\$280.00

<u>Port</u> <u>Mbps</u>	Maximum Nonrecurring <u>Charge</u>	VPN Ethernet Port Maximum Monthly Recurring Charge			
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
10	\$400.00	\$650.00	\$625.00	\$600.00	\$550.00
100	\$400.00	\$650.00	\$625.00	\$600.00	\$550.00
1000	\$400.00	\$1,500.00	\$1,300.00	\$1,200.00	\$1,150.00

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**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 79  
Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 7 – SUPPLEMENTAL SERVICES

7.1 Special Construction

7.1.1 Basis for Rates and Charges

Rates and charges for special construction 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.

7.1.2 Basis for Cost Computation

The cost referred to in section 7.1.1 may include one or more of the following items to the extent that they are applicable:

- A. cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation, and
  - 4. rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 80  
Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

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SECTION 7 – SUPPLEMENTAL SERVICES, (CONT'D.)

7.1 Special Construction, (Cont'd.)

7.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

A. The termination liability period is the estimated service life of the facilities provided.

B. The amount of the maximum termination liability is equal to the estimated amounts for:

(\*) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage.

(\*\*) Cost installed including the cost of:

1. equipment and materials provided or used,
2. engineering, labor and supervision,
3. transportation, and
4. rights-of-way;
5. license preparation, processing, and related fees;
6. tariff preparation, processing, and related fees;
7. cost of removal and restoration, where appropriate; and
8. any other identifiable costs related to the specially constructed or rearranged facilities.

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 81  
Revision 0  
Superseding Revision

---

PRIVATE LINE SERVICES

---

SECTION 7 – SUPPLEMENTAL SERVICES, (CONT'D.)

7.1 Special Construction, (Cont'd.)

7.1.3 Termination Liability, (Cont'd.)

- C. The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth above by a factor related to the unexpired period of liability and the discount rate for returns and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage for the reuse of the facilities. This product is adjusted to reflect applicable taxes.

7.2 Service Calls

When a Customer reports trouble to the Company for clearance and no trouble is found in the facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until the work is completed.

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 82  
Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

---

SECTION 7 – SUPPLEMENTAL SERVICES, (CONT'D.)

7.3 Critical Facilities Administration Service

7.3.1 General Description of Service

Critical Facilities Administration Service (CFAS) provides physical route information to Customers with Telecommunications Service Priority (TSP) qualified circuits, provided by the Company. Customer may request an enhance design layout record or my request a schematic/map layout (Circuit Layout Record). Request must be made in writing by authorized personnel. If the Company is acting as the Prime Contractor, the Company will obtain from its subcontractors the physical routing information for their portion of the qualified circuit.

7.3.2 Customer Obligations

- A. Customers' circuits must be federally registered as TSP circuits.
- B. Customers must subscribe to the Critical Facilities Administration Service (CFAS) offered by the Company and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."
- C. Customers must pay the appropriate tariff charges for CFAS, and any connecting carrier CFAS charges billed to the Company or directly to the Customer.
- D. Customers must agree to treat all network information provided to them regarding their subscribed circuits as confidential.

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NYpl1601a

**Level 3 Telecom of New York, LP**  
NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

Leaf 83  
Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

---

SECTION 7 – SUPPLEMENTAL SERVICES, (CONT'D.)

7.3 Critical Facilities Administration Service, (Cont'd.)

7.3.3 Obligations of the Company

- A. The Company will maintain data and restrict access by each Customer to information relative to that Customer's subscribed circuits.
- B. The Company will identify the physical path of each subscribed circuit so as to allow the Customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- C. The Company will maintain facilities associated with subscribed circuits in such a manner as to ensure that the Customer is notified of any change in the physical routing of its subscribed circuit(s).
- D. The Company will make available physical path information for newly provisioned subscribed circuits to the Customer within 5 business days after the circuit has been installed, and within 15 business days for existing TSP circuits.
- E. If Customer has previously obtained documentation as the physical path of a subscribed circuit, the Company will provide at least 24-hour advance notification to the Customer of any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit. Communications regarding unplanned activity will be provided within 24 hours following the change.
- F. The Company will make available updated information regarding the revised physical path of subscribed circuits to the Customer within 5 business days following planned actions, and within 15 business days following unplanned activities.
- G. For circuits provided in concert with other carriers, the Company, when acting as the Prime Contractor will obtain and forward information regarding the connecting carrier's portion of the physical path of the subscribed circuit to the Customer as expeditiously as possible.
- H. Provision of CFAS will be suspended in the instance of a major telephone outage. Once subscribed circuits are restored to service, the Company will make updated physical path information available to the Customer within ninety days of the restoration of service.

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NY PSC No. 4 - Private Line  
Initial Effective Date: September 11, 2016

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Revision 0  
Superseding Revision

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PRIVATE LINE SERVICES

---

SECTION 7 – SUPPLEMENTAL SERVICES, (CONT'D.)

7.3 Critical Facilities Administration Service, (Cont'd.)

7.3.4 Minimum/Maximum Rates and Charges

A. Enhanced Design Layout Record (Circuit Layout Record)

	<u>Minimum</u>	<u>Maximum</u>
Per circuit	\$25.00	\$100.00

B. Hourly Charges

Rates for a schematic/map layout are contained reflect the hourly rate that will be charged to the CFAS subscriber per circuit subscribed. The Company will give the Customer a good faith estimate of the time needed to perform the requested service. The Customer will be billed those charges, along with the tariffed rates established by any connecting carrier for the service.

	<u>Minimum</u>	<u>Maximum</u>
Per hour	\$32.00	\$94.00

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