

BCM ONE, INC.
Tariff N.Y. P.S.C. No. 1
Initi. Effe. Date: June 18, 2016

Section 2
Leaf No. 1

COMMON CARRIER SERVICES

General Regulations

2 General Regulations

2.1 Undertaking of the Company

2.1.1 Scope

BCM Communications Service consists of the furnishing of common carrier communications services under this tariff. Communications Service provided under this tariff is subject to the General Regulations stated in this Section.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to the availability of facilities, including facilities the Company may obtain from other carriers, deemed necessary (in the sole discretion of the Company) to furnish service.

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

2.1.3 Liability of the Company

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of its services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the allowances for interruption set forth in Section 2.6. 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 shall not be liable for any special, consequential, exemplary or punitive damages a Customer, authorized user, User or any third party may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

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

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

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

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

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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

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

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

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

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 USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4 Claims

The Company shall be indemnified and held harmless by the Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "Claims") arising from the use of the services under this tariff involving:

- (1) Claims of third parties, including patrons or Customers of the Customer, authorized user, or User, arising out of, resulting from, or related to use of the Services;
- (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the Services;
- (3) Claims for patent infringement arising from combining or using the facilities and equipment furnished pursuant to this Agreement in connection or in combination with facilities or equipment not furnished by the Company; and
- (4) All other Claims arising out of any act or omission of the Customer, authorized user, or User, or Customers or patrons of the Customer, authorized user, or User, in connection with the Services made available to the Customer under this tariff.

The Customer agrees to defend the Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claim.

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2.1.5 Installation, Testing, Maintenance and Adjusting

Installation of Company facilities will be charged on a time and materials basis at rates listed in Sections 5 and/or 6 as the case may be.

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition at rates listed in Sections 5 and/or 6. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer the rates set forth in Sections 5 and/or 6 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Labor Charges as listed in Sections 5 and/or 6 for the period of time from (1) when the Company personnel are dispatched to the Customer's premises to (2) when the work is completed. No charge will be imposed if the trouble is actually in the Company facilities, even though not discovered at that time by Company personnel.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by the Company, the Labor Charge listed in Sections 5 and/or 6 will apply.

2.1.6 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on (but not less than) the 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.

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2.1.7 Ownership of Facilities

Title to all facilities provided under this tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in any of the facilities and associated equipment provided by the Company hereunder.

2.1.8 Rights-of-Way

Where economically feasible, the Company shall directly or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide BCM Communications Services. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way up to the point of entry to the Customer's location shall be borne entirely by the Company.

Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by the Customer.

The Customer's use of any rights-of-way (1) shall be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, terms affecting the duration and condemnation of such rights-of-way, and (2) shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it will assist the Company in the procurement and maintenance of such right(s)-of-way.

2.1.9 Services Provided by Other Carriers

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

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2.1.10 Governmental Authorizations

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

2.1.11 Assignment

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

2.2 Prohibited Uses

The Company's services 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.

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

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

The Customer may not use the service in a manner which interferes with or impairs service over any of the Company's facilities and associated equipment, or impairs the privacy of communications over such facilities and equipment.

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The Customer shall not use the service as part of a terrestrial network that provides direct cable connections to any residences in New York City or that provides entertainment-related services over direct cable connections to any residences, hotels, motels, bars, restaurants, theaters or clubs in New York City.

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

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

2.3 **Obligations of the Customer**

2.3.1 **Customer Responsibilities**

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

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

The Customer shall arrange access to any of the rights-of-way, conduit and equipment space which it is responsible for obtaining pursuant to Section 2.1.8 above so that the Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by the Company. Access to such sites shall be made available at a time mutually agreeable to the Customer and the Company. The Customer acknowledges that, when repair work is required to restore Services after interruption, it may be necessary to provide the access on a twenty-four hour, seven day a week basis. The Company shall also have the right to obtain access to cable installed in Customer-provided conduit at any splice or junction box. No allowance for interruption under Section 2.6 will be made for the period during which service is interrupted for such purposes.

The Customer shall make available to the Company such space, power, environmental conditioning and other resources at the Customer's premises as the Company shall request for the provision of service under this tariff.

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

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

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

2.3.2 **Interstate Usage Allocations**

For Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected Percent Interstate Usage (PIU) factor as follows. For originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction, the projected PIU factor will be developed during a test period by end office, by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes.

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For terminating access minutes, the data used by the Company to develop the projected PIU factor for originating access minutes will be used to develop the PIU factor for terminating access minutes.

For terminating access minutes, the Customer may provide the Company with a projected PIU factor. The Customer shall supply the Company with an interstate percentage of terminating access minutes for each account or state to which the Customer may terminate traffic. If the Customer provides a state level PIU, the percentage will be applied to all Customer accounts.

Effective on the first of January, April, July and October of each year, the Customer may update PIU report. The Customer shall forward to the Company, to be received no later than 15 days after the first of the month, a revised report showing the interstate and intrastate percentage of use for the three months preceding the last day of December, March, June and September, respectively, for each service capable of interstate use. Except where the Company bills actual use by jurisdiction, the revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on that report. If the Customer does not supply the reports, the Company will assume the percentage to be the same as those provided previously. Where a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the initial order for service.

The Customer-reported projected PIU will be used for the apportionment of any monthly rates or nonrecurring charges until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to project interstate percentage of use. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

The Customer shall keep sufficient detail from which the percent of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

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2.4 Customer Equipment and Channels

2.4.1 In General

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

2.4.2 Station Equipment

Customer-provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.

The Customer, authorized user, or joint user is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which will be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

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

BCM Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier.

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2.4.4. Interconnection Provisions

Facilities furnished under this tariff may be connected to the Customer-provided terminal equipment in accordance with the terms of this tariff.

2.4.5 Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth in Sections 2.4.2, 2.4.3 and 2.4.4 of this tariff relating to 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.

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 so, the Company may take whatever action it deems necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users.

2.5.2 Taxes and Other Surcharges

The Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, and all contributions required by or made under the auspices of federal, state or local regulatory authority, imposed on or based upon the provision, sale or use of the Services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

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2.5.3 Service Date

At such time as the Company completes installation or connection of the necessary facilities and/or equipment to provide BCM Communication Services, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the Customer that such services are available for use. The date of such notice shall be called the "Service Date" and shall be the starting date for billing.

2.5.4 Billing and Collection of Charges

Non-recurring installation charges are billed in advance and are due and payable no later than thirty (30) days after the date of the invoice to the Customer.

Recurring charges are billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice.

Billing starts on the day after the Company notifies the Customer that the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

If any portion of the payment is received by the Company after the payment date as set forth herein preceding, 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 payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late payment factor. The late payment factor shall be the lesser of:

- (A) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company, or
- (B) 0.000493 per day, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company.

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The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 45 days of receipt of each invoice.

In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of Services in the period in question for billing purposes.

2.5.5 Advance Payments

To safeguard its interests, the Company may require the Customer to make an advance payment before services are furnished. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.6 Deposits

To safeguard its interests, before a service 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. A deposit may be required in addition to an advance payment. No interest shall be paid on the deposit, unless otherwise agreed by the Company or required by law. When a service 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 is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.7 Term

The minimum term for any BCM Communications Service shall not be less than twelve (12) months, unless otherwise agreed by the Company. The Customer and the Company may agree to longer minimum terms for particular services.

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2.5.8 Discontinuance of Service

If the Customer fails to timely pay any amount required and such failure continues for ten (10) days after written notice thereof to the Customer, or if the Customer fails to comply with any other provision of this tariff and such noncompliance continues for thirty (30) days after written notice thereof to the Customer, then, as to the applicable services, the Company, at its sole option, may elect to pursue one or more of the following courses of action: (i) require immediate payment for all future services hereunder (discounted to present value at 6%), (ii) discontinue existing services, suspend existing services, or refuse to accept orders for additional services, and/or (iii) pursue any other remedies as may be provided at law or in equity. The Company shall incur no liability for such discontinuance, suspension or refusal to accept orders.

If all or any significant portion of the facilities or associated equipment used to provide service to the Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, the Company may elect to terminate service upon written notice to the Customer.

If all or any significant portion of the facilities or associated equipment used to provide the Services to the Customer shall, in the Company's judgment, be made inoperable and beyond economically or technologically feasible repair, the Company shall promptly inform the Customer thereof in writing and the Company may elect to terminate service. Any repairs shall be at the Company's sole expense, except that if such condition is caused by the willful misconduct or negligence of the Customer, authorized user, or joint user, or by the noncompliance of the Customer, authorized user, or joint user with their obligations under this tariff, then such repairs shall be at the Customer's expense.

If the Customer files for bankruptcy or reorganization or fails to discharge an involuntary petition therefor within the time permitted by law, the Company may immediately discontinue or suspend service under this tariff without incurring any liability.

Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies available to it 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 for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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2.5.9 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.

2.5.10 Applications for Service

Service is installed and provided upon acceptance by the Company of its standard service contracts completed by the Customer.

2.5.11 Service Cancellations

Cancellation of Service Applications: Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as specified below.

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

The special charges described above will be calculated and applied on a case-by-case basis.

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Cancellation of Service Terms: Cancellation of service prior to the completion of a service term for any reason whatsoever other than a service interruption (as defined in Section 2.6 following) shall subject the Customer to payment of the following sums: All costs, fees and expenses reasonably incurred in connection with:

- 1) All non-recurring charges specified in the Company's tariffs, plus
- 2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- 3) 100% of all recurring charges specified in the applicable Company Tariff for the balance of the then current term.

Such cancellation charges shall be payable to the Company within 21 days of the effective date of the cancellation or termination under the terms set forth in Section 2.5 preceding.

2.5.12 Moves, Adds and Changes

Upon receipt of written notice from the Customer, the Company will add, delete or change locations or features of specific lines and equipment. The Company shall charge the Customer a non-recurring charge for such service. If more than 10% of the lines and equipment that were installed are deleted, the Customer will be subject to the Company's standard termination charges.

2.5.13 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet Point billing applies where a customer orders Switched Access to another Local Exchange Telephone Company (LEC) to originate and terminate traffic to end users. The Customer must order Call Completion Service to establish this relationship. All other recurring and nonrecurring charges for services provided by each LEC are billed under each company's applicable rates as set forth in 2.5.13(A) following.

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The Company accepts and adheres to the Ordering and Billing Forum guidelines, and Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) procedures.

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one LEC is involved in the provision of Access Services as follows:

- (A) When a customer orders FGD to an interconnection point with another LEC connected to BCM's Services, the Customer must provide the original order to the LEC, and provide a copy of the order to the Company.

Each LEC that accepts the order will provide the portion of Switched Transport in its territory to an interconnection point (IP) with another LEC, and will bill the service in accordance with its tariff(s). The rates for Switched Transport (fixed and per mile), are determined as follows:

- (1) The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).
- (2) A billing factor called the Border Interconnection Percentage (BIP) is determined from NECA No. 4 directly.
- (3) The Company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for the Company.

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- (B) The application of nondistance sensitive rate elements varies according to the rate structure and location of the facilities involved:
- (1) When rates and charges are listed on a per point of termination basis, this Company's rates will be billed for the termination(s) within this Company's operating territory.
 - (2) When rates and charges are listed on a per unit basis, e.g., multiplexing, this Company's rates and charges will apply for the units located in this Company's operating territory.
 - (3) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this Company.
 - (4) When rates and charges are listed on a per service basis, these rates and charges will be billed.
 - (5) When rates and charges are listed on a per line or trunk installed basis, this Company's rates will be billed based on the number of lines or trunks specified by the Customer on its order for access service placed with this Company.
 - (6) When this Company is an intermediate, non-terminating carrier in a given arrangement, channel mileage fixed mileage charges will not apply.

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2.6 Allowances for Interruptions in Service

A credit allowance will be given on a per line basis for any period during which any line provided under this tariff and/or Company-provided station equipment attached thereto is out-of-service, except as specified below. Out-of-Service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins when the Customer reports a malfunction in service to the Company. A malfunction period ends when the affected line and/or associated station equipment is fully operative.

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

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

Two or more service interruptions of the same type to the same line/equipment of 2 hours or more during any one twenty-four hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any 24-hour period.

Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections.

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2.6.1 Interruptions of 24 Hours or Less for Corridor Telecommunications Service

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 4 hours	None
4 hours up to but not including 8 hours	1/3 of a day
8 hours up to but not including 12 hours	1/2 of a day
12 hours up to but not including 16 hours	2/3 of a day
16 hours up to but not including 24 hours	One day

2.6.2 Interruptions of 24 Hours or Less for Digital Transmission Services and BCMLINK Services

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 min	None
30 min - 2 hr 59 min	1/10
3 hr - 5 hr 59 min	1/5
6 hr - 8 hr 59 min	2/5 day
9 hr - 11 hr 59 min	3/5 day
12 hr - 14 hr 59 min	4/5 day
15 hr - 24 hr 59 min	one day

2.6.4 Interruptions Over 24 Hours

Interruptions of more than 24 hours will be credited 4 hours for each 4 hour period or fraction thereof. No more than one full day's credit will be allowed in any 24 hour period. Interruptions of over 24 hours for private line services will be credited 1/5 day for each 3 hour period or fraction thereof. No more than one full day's credit will be allowed in any 24 hour period.

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2.6.5 Limitations on Credit Allowances

No credit allowance will be made for:

Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the Company's services;

Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the Company's services;

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.

Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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 a Customer order for a change in service arrangements.

2.7 Joint Use Arrangements

Joint use arrangements are permitted for all services offered under this tariff.

From each joint use arrangement, one member will be designated as the Customer responsible for allocating the joint use of the service. The Company will accept orders to start, rearrange, relocate, or discontinue service only from that Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.