

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 1
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

The Company undertakes to provide the services offered in this tariff on the terms and conditions and at the rates and charges specified herein.

Local Exchange Services consist of any of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities in combination with resold services provided by other certificated carriers.

Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of the Company to purchase underlying services, features and functions and/or unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs), are available. The Company reserves the right to withdraw any service provided pursuant to this tariff or to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) which affect either the availability of facilities to the Company, or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by AT&T to modify or withdraw its services at any time.

The Company's obligation to furnish service, features and/or facilities is also dependent upon its ability to provide, secure and retain, without unreasonable expense to the Company (a) suitable facilities and rights for construction and maintenance of the necessary circuits and equipment, (b) suitable space for its plant and facilities in the building where service is or is to be provided, (c) facilities for interconnection form alternate suppliers.

In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 2
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company, in connection with the provisioning of Local Exchange Service.

At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current month to month rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

Except as may otherwise be stated in this tariff, service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

The tariffs of the Company shall be interpreted and governed by the laws of the State of New York without regard to its conflict of laws provision.

2.1.3 Notification of Service-Affecting Activities

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

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 3
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Equipment and Facilities

- A. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change, or rearrange any equipment or facility at any time, but will not thereby alter the technical parameters of the service provided to the Customer without advance notification to the Customer.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. 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 when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 4
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Equipment and Facilities

- F. 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:
 - 1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. The reception of signals by Customer-provided equipment.
- G. 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 other communications carrier that are applicable to such connections.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 5
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 6
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Customer Equipment

A Customer may transmit or recover information or signals via the facilities of the Company.

A. Station Equipment

Customer-provided terminal equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer. Conformance of Customer-provided station equipment with part 68 of the FCC Rules is the responsibility of the Customer..

The Customer 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 carried on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

B. Interconnection of Facilities

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

Local Exchange 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 this Company's Tariff and the tariffs of the other communications carriers which are applicable to such connections.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 7
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Customer Equipment (Cont'd)

C. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in the section for the installation, operation, and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided facilities and equipment to Company-provided 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 days of receiving this notice, the Customer must take 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.

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

D. Tests and Adjustments

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

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 8
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Prohibited Uses

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

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

A Customer or 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. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charge.

2.1.8 Non-Routine Installation

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

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 9
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.9 Ownership of Facilities

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

2.1.10 Flexible Pricing

A. General

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

B. Conditions

1. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
2. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
3. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
4. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

2.1.11 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 10
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.2 Liability of the Company

2.2.1 Service Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special, reliance, consequential, or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions.
- B. The Company is not liable for any act or omission of any other communications provider which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 11
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.2 Liability of the Company (Cont'd)

2.2.1 Service Liability (Cont'd)

- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user 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, operation, location or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
- G. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- H. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "911" or to any other person who may be affected by the dialing of the digits "911".

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 12
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.2 Liability of the Company (Cont'd)

2.2.2 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

2.2.3 Credit Allowance for Interruptions

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company 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, will be credited to the Customer as set forth below for the part of the service that the interruption affects.

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. 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.

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

A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 13
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.2 Liability of the Company (Cont'd)

2.2.3 Credit Allowances for Interruption (Cont'd)

A. Credit allowances shall be calculated as follows:

1. Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To be Credited</u>
Less than 4 hours	None
4 hours up to but not including 8 hours	1/3 Day
8 hours up to but not including 12 hours	1/2 Day
12 hours up to but not including 16 hours	2/3 Day
16 hours up to but not including 24 hours	One Day

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

2. Interruptions Over 24 Hours

Interruptions over 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 for any period of 24 hours.

3. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired.

4. "Interruption" Defined

For the purposes of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human error, "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of this Tariff, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 14
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.2 Liability of the Company (Cont'd)

2.2.3 Credit Allowance for Interruptions (Cont'd)

B. No credit allowance will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company or to the Company's facilities;
2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
7. interruption of service due to circumstances or causes beyond the control of the Company;
8. interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 15
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.2 Liability of the Company (Cont'd)

2.2.4 Governmental Authorizations

The provision of Service 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 the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications 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.

2.2.5 Violation of Regulations

When any terminal equipment or communications system is used with Local Exchange Services in violation of any of the provisions of this tariff, the Company will take immediate action, based on the circumstances, to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation. The Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

2.2.6 Privacy

All communications between customers are considered confidential in nature. The Company will take reasonable action to minimize the potential access of other entities to those communications. Operators or employees of the Company will not listen to any conversation between customers except when an operating necessity. Operators shall not repeat or divulge the nature of any local or long distance conversation, nor divulge any information inadvertently overheard.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 16
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Obligations of the Customer

2.3.1 Customer Responsibilities

A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this tariff.

The Customer is responsible for the payment of any charges related to access to or use of intra- or inter-LATA toll services in order to originate or terminate calls on a 1+ basis or to receive 8YY service. The Customer is solely liable for charges assessed by AT&T or other providers for such services.

2. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment or facilities, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of associated equipment or facilities used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment or facilities space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company- provided equipment or facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 17
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

A. The Customer shall be responsible for: (Cont'd)

5. 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's employees or property might result from installation or maintenance in such area by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
6. 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 this section; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
7. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 18
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

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

The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisement, or infringement of copyright arising directly or indirectly from the material transmitted over its facilities or the use thereof; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 19
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.3 Resale and Sharing

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

2.3.4 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated 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 the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.3.5 Transfers and Assignments

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

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 20
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.6 Liability for Unauthorized Use of the Network

A. Unauthorized Use

Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

The following activities constitute fraudulent use:

1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
3. Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 21
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Obligation of the Customer (Cont'd)

2.3.6 Liability for Unauthorized Use of the Network (Cont'd)

B. Liability for Unauthorized Use

1. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
2. The Customer is responsible for payment of all outbound call charges arising from the calls placed to a Customer's Toll Free Service number, whether or not calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
3. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
4. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 22
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Obligation of the Customer (Cont'd)

2.3.6 Liability for Unauthorized Use of the Network (Cont'd)

C. Liability for Calling Card Fraud

1. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
2. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
3. The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of Company Calling Cards assigned to the customer. In addition, the Company may, but is not required to block calls on Company Calling Card authorization codes which the Company believes to be unauthorized or fraudulent.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 23
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.6 Liability for Unauthorized Use of the Network (Cont'd)

D. Liability for Credit Card Fraud

1. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card, provided: (1) the Credit Card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

2. The liability of the Customer for unauthorized use of the Network by Credit Card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
3. The Customer must give the Company written notice that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 24
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.4 Payments and Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.4.1 Reserved for Future Use

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 25
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.4 Payments and Charges (Cont'd)

2.4.2 Billing and Collection

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

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this tariff. Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company. Recurring charges are billed monthly in advance of the month in which service is provided, except where prohibited by law. Usage sensitive charges are billed monthly for usage incurred by the Customer during the preceding billing period(s). Bills are due by the payment due date shown on the bill.

When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis, except as otherwise expressly provided in this tariff.

Usage for Prime Services is timed and rated per call in increments specified in the applicable service tariffs. Timing begins with the completion of the connection and ends with the termination of the connection. Partial increments will be rounded up to the next full increment on a per call basis and partial cents will be rounded to the next whole cent, on a per call basis.

Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the Service Guides of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

When a Customer reschedules the effective service date of an order less than thirty (30) days prior to the originally requested service date, the Customer may be charged a rescheduling charge equal to a maximum of one hundred percent (100%) of the non-recurring charges per arrangement, per reschedule. If a Customer reschedules more than thirty (30) days after the originally scheduled installation date, Monthly Recurring Charges may be charged beginning thirty-one (31) days after the original installation date.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 26
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.4 Payments and Charges (Cont'd)

2.4.3 Disputed Bills

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. The Customer is responsible for providing written notification to the Company of any charges in dispute within six months of the bill date, otherwise, the charge will be considered correct and binding. The Customer is responsible for payment of those charges not in dispute, by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this tariff. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

2.4.4 Advance Payments

The Company may require a Customer or applicant to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service, advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted, may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: June 15, 2012

Section 2
Leaf No. 27
Revision: 1
Superseding Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.4 Payments and Charges (Cont'd)

2.4.5 Deposits for Business Customers

Subject to special provisions as may be set forth below and in Sections 2.9 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

- A. Interest on Deposits: Deposits held will accrue simple interest at a rate specified by the New York State Public Service Commission. In the event no such rate is set, then simple interest at the rate of up to 6% per annum shall be credited or paid to the customer while the deposit is held by the Company. (T)
(T)
- B. Inadequate Deposit: If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.
- C. Return of Deposit: When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

2.4.6 Returned Check Charges

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00 for Residence Customers and \$20.00 for Business Customers.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 28
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.4 Payments and Charges (Cont'd)

2.4.7 Late Payment Charge

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).

2.4.8 Charge Increases

The Company reserves the right to increase charges for Services provided to the customer, regardless of any term commitment, as a result of (a) expenses incurred by the Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction; (b) other governmental charges or fees; c) charges or payment obligations imposed on the Company related to termination of domestic or international calls to mobile numbers; or (d) reductions in amounts other carriers are required to pay to the Company or increases in the amount the Company is required to pay to other carriers. In this event, customers shall have an opportunity to cancel tariffed services. Customers with tariffed based contracts will be held to the terms and conditions of their contract until such contract is expired.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 29
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.4 Payments and Charges (Cont'd)

2.4.9 Reserved for Future Use

2.4.10 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 30
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Cancellation, Discontinuance, Refusal, Suspension and Changes

2.5.1 Cancellation of Service

A. Cancellation of Service Order

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

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

Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage applies.

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

B. Cancellation of Service

The Customer must provide Company with forty-five (45) days advance written notice of a service cancellation or termination. If a Customer cancels or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Company the following sums:

1. All non-recurring charges reasonably expended by the Company to establish service to the Customer; and
2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company; and
3. All recurring charges for the balance of the then-current term; and
4. Any other charges specified in the service order for such early cancellation or termination.

The above sums will become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this Tariff.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 31
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Cancellation, Discontinuance, Refusal, Suspension and Changes (Cont'd)

2.5.2 Suspension or Termination

A. Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

1. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
2. Suspension will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It 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, or during the periods from December 23rd through December 26th or December 30th through January 1st.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 32
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Cancellation, Discontinuance, Refusal, Suspension and Changes (Cont'd)

2.5.2 Suspension or Termination (Cont'd)

B. Exceptions to Suspension or Termination

Telephone service shall not be suspended or terminated for:

1. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
2. Nonpayment for service for which a bill has not been rendered;
3. Nonpayment for service 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 Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 633 of 16 NYCRR.

Telephone service may be suspended or terminated 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.

5. Nonpayment of back-billed amounts.

C. Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

1. The Company has verified, in a manner approved by the Public Service 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.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 33
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Cancellation, Discontinuance, Refusal, Suspension and Changes (Cont'd)

2.5.2 Suspension or Termination (Cont'd)

D. Termination for Cause Other Than Nonpayment

1. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

- a. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
- b. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
- c. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
- d. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.11.7 regarding Deferred Payment Agreements.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 34
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Cancellation, Discontinuance, Refusal, Suspension and Changes (Cont'd)

2.5.2 Suspension or Termination (Cont'd)

D. Termination for Cause Other Than Nonpayment (Cont'd)

2. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- a. The use of facilities or service of the Company without payment of tariff charges;
- b. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- c. The use of profane or obscene language;
- d. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
- e. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
- f. Permitting fraudulent use.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 35
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Cancellation, Discontinuance, Refusal, Suspension and Changes (Cont'd)

2.5.2 Suspension or Termination (Cont'd)

D. Termination for Cause Other Than Nonpayment (Cont'd)

3. Abandonment or Unauthorized Use of Facilities

- a. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
- b. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - (1). No charge shall apply for the period during which service had been terminated, and
 - (2) Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

4. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

E. 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.

2.5.3 Reserved for Future Use

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 36
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Cancellation, Discontinuance, Refusal, Suspension and Changes (Cont'd)

2.5.4 Termination Liability

A. Facilities

The Customer will furnish the Company with forty-five (45) days prior written notice should it desire to terminate an application or contract, in whole or in part, for which the initial application or contract period is in excess of one month at the same location.

Existing customers who have not renewed their contracts prior to the effective date of this tariff will be subject to these notice requirements. New customers who sign a contract on or after the effective date are subject to these notice requirements. Upon the Customer's discontinuance of a term agreement for facilities prior to the expiration of the agreed upon term, the termination liability will be equal to the monthly charge multiplied by the number of months remaining on the contract - discounted for present value of 6%.

B. Usage

The Customer will furnish the Company with forty-five (45) days prior written notice should it desire to terminate an application or contract, in whole or in part, for which the initial application or contract period is in excess of one month at the same location. Existing customers who have not renewed their contracts prior to the effective date of this tariff will be subject to these notice requirements. New customers who sign a contract on or after the effective date are subject to these notice requirements. In the event that a customer has a term commitment for usage and disconnects service prior to the expiration of the usage term, the termination liability with respect to minutes of use charges shall be a monthly usage charge applied for the remaining months of the usage contract - discounted for present value of 6%. The monthly usage charge will be determined by calculating the average monthly usage of the first 6 months of the term. In the event that a customer disconnects within the first 6 months of their usage term, the liability usage charges will be calculated by averaging total usage dollars divided by the number of months activated.

C. Termination Liability

In the event that one or more Local Services are terminated prior to the completion of the Minimum Retention Period, a Service Termination Charge will apply. For Local Services that are terminated with less than twelve months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to three months recurring charges will apply. For Local Services that are terminated with between twelve and twenty-three months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to six months recurring charge will apply. For Local Services that are terminated with twenty-four or more months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to nine months recurring charges will apply.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 37
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.6 Notices and Communications

The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: January 1, 2014

Section 2
Leaf No. 38
Revision: 1
Superseding Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.7 Telephone Surcharges

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 in below. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed on Statement 1, which is at the end of this section. (T)

2.7.1 New York Gross Receipts Surcharge

A monthly New York Gross Receipts 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 the attachment to this tariff. 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 statement as directed or approved by the Commission.

2.7.2 Village or Municipal Surcharge on Local Utility Gross Revenue Taxes

In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue 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 surcharge statement shall be filed at least fifteen business days before the effective date. The effective date of the statement shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the customer's first bill rendered after the effective date of the change.

2.7.3 New York State Universal Service Fund Surcharge

The New York Public Service Commission (NYPSC) issued its Order in Case 09-M0527 allowing the New York State Universal Service Fund assessments to be flowed through to the end user. The New York State Universal Service Fund Surcharge is applied to the customer's total monthly net local charges for telecommunications services, in addition to other monthly rates and charges set forth in this tariff. 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.

For the surcharge, refer to Statement Type: GRT schedule, which is attached to this tariff.

(N)

(N)

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 39
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.8 Special Construction and Special Arrangements

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

- 1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- 3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which the Company would normally construct;
- 5) on an expedited basis;
- 6) on a temporary basis until permanent facilities are available;
- 7) involving abnormal costs; or
- 8) in advance of its normal construction.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 40
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.8 Special Construction and Special Arrangements (Cont'd)

2.8.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

2.8.2 Basis for Cost Computation

The costs referred to in 2.8.1 preceding may include one or more of the following items to the extent 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,
 - 4) rights of way, and
 - 5) any other item chargeable to the capital account;
- B. annual charges including the following:
 - 1) cost of maintenance;
 - 2) 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;
 - 3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 - 4) any other identifiable costs related to the facilities provided; and
 - 5) an amount for return and contingencies.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 41
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.8 Special Construction and Special Arrangements (Cont'd)

2.8.3 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 a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 2.8.3.B preceding by the factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 2.8.3.B preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 42
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.9 Application of Rates

Business rates as described in Section 7 and shown in Attachment B apply to service furnished:

1. In office buildings, stores, factories and all other places of a business nature;
2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
3. At any location when the listing or public advertising indicates a business or a profession;
4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
5. At any location where the customer resells or shares exchange service;

The use of business facilities and service is restricted to the customer, customer's agents and representatives of the customer, and joint users.

Local Service and/or Exchange areas for this state are concurrent with those defined in the AT&T Local Exchange Services tariff Section 3.1.

2.9.1 Rates Based on Duration of Use

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

- A. Usage is timed and rated per call in increments specified in the applicable service tariffs.
- B. Timing begins with the completion of the connection and ends with the termination of the connection.
- C. Partial increments will be rounded up to the next full increment on a per call basis and partial cents will be rounded to the next whole cent on a per call basis.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 43
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.9 Application of Rates (Cont'd)

2.9.2 Rates Based Upon Distance

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

- A. Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in Bellcore's Local Exchange Routing Guide, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated access line), the Company will apply the Rate Center of the Customer's main billing telephone number, or that of the rate center closest to the location at which the customer receives service from the Company.
- B. The airline distance between any two Rate Centers is determined as follows:
 - 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
 - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - 3) Square each difference obtained in step (2) above.
 - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - 5) Divide the sum of the squares by 10, round to the next higher whole number if any fraction is obtained.
 - 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
 - 7) Formula =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 44
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.10 Additional Provisions Applicable to Customers

2.10.1 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days,

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in the Price List.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.10.2 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

TC Systems, Inc.
P.S.C. No. 6 -- Telephone
Local Exchange Services
Effective Date: December 16, 2011

Section 2
Leaf No. 45
Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

2.11 Automatic Number Identification

2.11.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

1. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
2. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
3. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
4. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
5. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.11.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Section 24, 25 and 26 of the Public Service Law.