

AT&T Communications of New York, Inc.  
P.S.C. No. 27 -- Telephone  
Local Exchange Services  
Effective Date: July 21, 2010

Section 2  
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## SECTION 2 - GENERAL 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 furnishing switched communication in connection with one-way and/or two-way information transmission points within a Local Calling Area as specified in Section 3.1.2.

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. AT&T 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 AT&T, 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 and/or facilities is dependent upon its ability (a) to secure and retain, without unreasonable expense to the Company, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, (b) to secure and retain, without unreasonable expense to the Company, suitable space for its plant and facilities in the building where service is or is to be provided, (c) to secure and retain, without unreasonable expense to the Company, facilities for interconnection from alternate suppliers.

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## SECTION 2 - GENERAL 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 may also be required to execute any other documents as may reasonably be 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 of any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. 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.

#### 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 preventative 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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.4 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability, except as stated or expressly provided for in this tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment 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 provided or 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 and from time to time, but shall not thereby alter the technical parameters of the service provided 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 provides, installs or has installed on its behalf.
- E. 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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.4 Provision of Equipment and Facilities (Cont'd)

F. 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.

#### G. Use of Facilities of Other Companies

When the facilities or equipment of other companies are used by the Customer, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees. This includes but is not limited to:

1. The provision of a signaling system database by another company.
2. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
3. The reception of signals by Customer-provided equipment.

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## SECTION 2 - GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.5 Customer Equipment

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

##### 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.

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 impressed 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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (Cont'd)

#### 2.1.5 Customer Equipment (Cont'd)

##### B. 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 2.4.A. following:

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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.2 USE OF SERVICE AND FACILITIES

#### 2.2.1 Privacy Regulations

1. Every billing and collection agent providing services for AT&T Customers must abide by the Public Service Law and the New York State Public Service Commission's regulations and orders with respect to Customer proprietary network information, Automatic Number Identification, Private Listings, Caller ID, and privacy principles, with respect to any services or Customer information obtained from AT&T.

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## SECTION 2 - GENERAL REGULATIONS

### 2.2 USE OF SERVICE AND FACILITIES (Cont'd)

#### 2.2.2 Resale

All Company services and equipment are available for resale unless otherwise specifically indicated.

AT&T will communicate with the Customer of Record ("Customer") with respect to ordering, provisioning, maintenance, repair, billing, collection, and other matters related to AT&T Local Exchange Services. AT&T has no obligation to provide notice to, or communicate with the Customer's end-users.

Customers, who subscribe to AT&T Local Exchange Service and resell this service to others, shall be responsible for complying with all laws and regulations of the State of New York, which relate in any way to the Customer's provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and the payment of applicable taxes.

With respect to resold services, applications for service as well as requests for additions, rearrangements or discontinuances of service will be accepted only from the Customer.

AT&T is not responsible for the allocation of usage or charges for resold services. The Customer is responsible for allocating charges to its end-users.

In connection with the marketing of its services, the Customer may not directly or indirectly (1) use AT&T's trade names, trademarks, service marks, registered marks or other indicia or origin (or confusingly similar names, marks, or other indicia) in a manner that may cause third parties (including the Customer's end-users) to believe that service provided by the Customer is AT&T service; or (2) use AT&T's corporate logos, or trade dress (or confusingly similar logos or trade dress).

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## SECTION 2 - GENERAL REGULATIONS

### 2.2 USE OF SERVICE AND FACILITIES (Cont'd)

#### 2.2.2 Resale (Cont'd)

The Company will bill the Customer who is at all times responsible for payment of the full amount of all charges incurred.

The Company retains the right to serve directly the ultimate user of telephone services and equipment if that user so chooses. The Company will provide services and equipment to a reseller under the condition that the Company is permitted access or right of way to serve directly the ultimate user of telephone service and equipment if that user so chooses.

The furnishing of special arrangements to resellers is subject to the regulations set forth in Section 4, Paragraphs 4.1. of this Tariff.

Use of AT&T Marks - When local exchange service is resold, neither the Customer nor any other reseller or intermediary in the sales chain between their Customer and an end user may make any use (including but not limited to use in advertising, promotional materials, Internet or other on-line website, stationery, business cards, billing material or signage) of AT&T's name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols that serve to identify and distinguish AT&T from its competitors ("AT&T's Marks"), or of any confusingly similar name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols, except that a reseller may:

- a. use AT&T's Marks in comparative advertising solely to identify AT&T as a competitor, or to identify AT&T's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify AT&T as an underlying provider of the reseller's service;

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## SECTION 2 - GENERAL REGULATIONS

### 2.2 USE OF SERVICE AND FACILITIES (Cont'd)

#### 2.2.2 Resale (Cont'd)

- b. use AT&T's Marks pursuant to the terms of a separate written brand licensing agreement;
- c. use AT&T's name to the extent it is specifically required by statute, regulation or other government requirement to do so, and;
- d. indicate, in response to an unsolicited inquiry from an end user (including a prospective end user), that it uses AT&T as its underlying carrier, provided the reseller also:
  1. advises the end user that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
  2. identifies any other long distance providers the reseller uses in providing service to the end user;
  3. advises the end user it will not be an AT&T Customer for the resold service, and;
  4. does not emphasize AT&T's name more than either its own name or that of any other long distance provider the reseller uses,

For purposes of this provision, local exchange service is resold if the Customer (or any other reseller or intermediary in the sales chain between the Customer and an end user) uses local exchange service to re-offer telecommunications service to others (with or without "adding value") for profit.

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## SECTION 2 - GENERAL REGULATIONS

### 2.3 LIABILITY OF THE COMPANY

#### 2.3.1 Service Liability

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, billing and collection, 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. 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 and Service Quality Guarantees.

The Company is not liable for any act or omission of any other communications carrier that furnishes a portion of a service.

The Company is not liable for damages associated with any service that it does not furnish.

The Company shall be indemnified, defended and held harmless by the Customer 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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.3 LIABILITY OF THE COMPANY (Cont'd)

#### 2.3.1 Service Liability (Cont'd)

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 claims by any person relating to the services so provided.

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.

In case of a shortage of facilities existing at any time either for temporary or protracted periods, the establishment of message telecommunications service shall take precedence over all other telecommunications services.

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

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## SECTION 2 - GENERAL REGULATIONS

### 2.3 LIABILITY OF THE COMPANY (Cont'd)

#### 2.3.2 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 the 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.

#### 2.3.3 Credit Allowance for Interruptions

- A. Except as may otherwise be specified in this tariff, interruptions of twenty-four hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the proportionate monthly charge (1/30 of the service monthly recurring charge) involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours.

No interruption allowance shall be made for failures in facilities provided with other carriers except as may otherwise be provided in other Sections of this tariff.

- B. No interruption allowance shall apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the 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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.4 OBLIGATIONS OF THE CUSTOMER

#### A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this tariff;
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, 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 any associated equipment used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment 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 facilities, shall be borne entirely by, and may be charged by the Company, to the Customer;

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## SECTION 2 - GENERAL REGULATIONS

### 2.4 OBLIGATIONS OF THE CUSTOMER (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, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. 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; and
7. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

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2.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

B. 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:

1. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, 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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.5 CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS

#### 2.5.1 Recording of Two Way Telephone Conversations

Telecommunications services are not represented as adapted to the recording of two way telephone conversations. However, Customer-provided voice recording equipment may be directly, acoustically or inductively connected with telecommunications services for the recording of such conversations. When such connections are made, the Customer-provided voice recording equipment shall be so arranged that at the will of the user it can be activated or deactivated. In addition, one of the following conditions must apply:

1. All parties to the telephone conversation must give their prior consent to the recording of the conversation, and their prior consent must be obtained in writing or be part of, and obtained at the start of, the recording, or
2. A distinctive recorder tone, repeated at intervals of approximately fifteen seconds, is required to alert all parties when the recording equipment is in use. The distinctive recording tone can be provided as part of the recording equipment, or
3. All parties to the telephone conversation must be verbally notified at the beginning of the conversation and thenotification must be recorded as part of the call, by the recording party.

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SECTION 2 - GENERAL REGULATIONS

2.5 CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS (Cont'd)

2.5.1 Recording of Two Way Telephone Conversations (Cont'd)

A. Exceptions

The exceptions to the foregoing requirements are as follows:

1. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls.
2. Recordings of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted.
3. Recording of calls made by Federal, State or local law enforcement authorities, or federal intelligence authorities, acting under cover of law.

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## SECTION 2 - GENERAL REGULATIONS

### 2.5 CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS (Cont'd)

#### 2.5.2 Violation of Regulations

When any terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this Section, 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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.6 CONSUMER PAYMENTS AND CHARGES

#### 2.6.1 Advance Payments

Any Customer applying for service who has reportable charges or is delinquent with any telephone carrier may be required to pay in advance the service and installation charges, and at least one month's service charge. For residence Customers this amount will not exceed \$75.00. If the Customer is both delinquent, and has reportable charges by any telephone corporation, the Company may request either an advance payment or a deposit as a condition of service.

The term "reportable charges" shall mean any charges for AT&T Local Exchange Service which are unpaid 45 days from the date of the bill for the charges, provided that the bill was mailed within six business days of the date of the bill.

The term "delinquent" refers to a Customer who:

1. accumulates two consecutive months of arrears with any telephone corporation without making reasonable payment of such charges, defined as one half of the total arrears, prior to the due date of the second bill, or
2. had telephone service terminated for non-payment during the preceding six months.
3. A Customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

A new Customer is an applicant for service who has not been a Customer of the Company within twelve months of making the request for service. A new Customer shall not be required make an advance payment as a condition of receiving telephone service.

A seasonal Customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal Customer may be required to make an advance payment.

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## SECTION 2 - GENERAL REGULATIONS

### 2.6 CONSUMER PAYMENTS AND CHARGES (Cont'd)

#### 2.6.2 Deposits

Any Customer who has reportable charges or is delinquent as defined in Paragraph 2.6.1 preceding, may be required to deposit a sum no greater than twice the Customer's estimated monthly bill for local service over a calendar year as a condition for AT&T Local Exchange Service.

Each Customer from whom a deposit is collected shall be given a certificate of deposit and a circular containing the terms and conditions applicable to deposits, in accordance with Part 633 of the Rules and Regulations of the Public Service Commission pertaining to Customer deposits. Either a new Customer or an existing Customer may be required to make a deposit. The need for a deposit is based on a new Customer's ability to establish satisfactory credit and on an existing Customer's payment history with the Company.

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## SECTION 2 - GENERAL REGULATIONS

### 2.6 CONSUMER PAYMENTS AND CHARGES (Cont'd)

#### 2.6.3 Deposits for New or Existing Customers

- A. A new Customer who has established satisfactory credit will not be required to post a security deposit, as a condition of receiving telephone service, unless the new Customer is a seasonal or short-term Customer. A current residential Customer, other than a delinquent Customer will not be required to post a security deposit.
1. An existing Customer is any applicant for service, who was a Customer of AT&T within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Existing Customers are permitted to pay deposits in installments over a period not to exceed 6 months.
  2. AT&T may continue to demand deposits as a condition of receiving telephone service from new Customers who are seasonal Customers or short-term Customers.
  3. AT&T may require a deposit from a Customer as a condition of receiving telephone service if that Customer is delinquent in payment of his or her telephone bills. An existing Customer is delinquent for the purpose of a deposit assessment if such Customer:
    - a. Accumulates two consecutive months of arrears without making reasonable payment of such charges, defined as one half of the total arrears, prior to the due date of the second bill, provided that AT&T requests such deposit within two months of such failure to pay. AT&T shall provide a Customer written notice, including the amount in arrears, at least 10 days before it may assess a deposit, and state the failure to make timely payment will permit AT&T to require a deposit from the Customer.
    - b. Had telephone service terminated for nonpayment during the preceding six months.

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## SECTION 2 - GENERAL REGULATIONS

### 2.6 CONSUMER PAYMENTS AND CHARGES (Cont'd)

#### 2.6.4 Service Disconnection

AT&T Local Exchange Service may be disconnected for nonpayment of AT&T Local Exchange Service charges. Nonpayment of charges for other AT&T services (e.g., InterLATA toll charges) will not be a cause for disconnection of AT&T Local Exchange Service.

When nonpayment of charges would result in disconnection of AT&T Local Exchange Service, the regulations applicable to suspension or termination of consumer service, in the New York State Public Service Commission's Rules Part 633, Rules Governing Provision of Telephone Service to Residential Customers shall apply.

#### 2.6.5 Partial Payments

The Company will apply a partial payment from a Customer as directed by the Customer or as follows:

1. The full amount of the partial payment is applied to the AT&T Local Exchange Service charges.
2. Any residual or subsequent payment received during the same billing period is applied to intraLATA toll and then to InterLATA toll charges.
3. Finally, any residual or subsequent payment received during the same billing period is applied to other charges for services provided by the Company.
4. In the event of a billing dispute, the disputed amount will be deducted from the balance due prior to the application of any payment.

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## SECTION 2 - GENERAL REGULATIONS

### 2.6 CONSUMER PAYMENTS AND CHARGES (Cont'd)

#### 2.6.6 Deposits From New or Existing Customers 62 Years of Age or Older

All new Customers or existing Customers who are 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated by any carrier for nonpayment of local telephone service during the preceding six months.

Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing Customer, the Company may terminate service unless the Customer pays the required deposit.

Any new Customer or existing Customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

#### 2.6.7 Deposits From New or Existing Customers Receiving Public Assistance

The Company shall not require any person it knows to be a recipient of public assistance, supplementary security income, or additional state public assistance payments to post a deposit.

#### 2.6.8 Recent Payment History

Customers who have a recent payment history with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment. A Customer who still owes money to the Company for residential service on a prior account in his or her name shall be offered a deferred payment plan not to exceed three months provided that the Customer had service for three months and was not terminated for nonpayment during that period. (See also 2.6.15. - Deferred Payment Agreements)

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## SECTION 2 - GENERAL REGULATIONS

### 2.6 CONSUMER PAYMENTS AND CHARGES (Cont'd)

#### 2.6.9 Interest on Deposits

Simple interest at the rate specified by the Public Service Commission shall be credited or paid to the Customer while the Company holds the money. New deposits from Customers are reviewed after the first three monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to Customers after 1 year, unless the Customer is delinquent in payment, in which case the Company continues to hold it. When the service is discontinued, the amount of any deposit is applied against the final bill, and any balance is returned to the Customer.

#### 2.6.10 Inadequate Deposit

If the amount of a deposit is inadequate, the Customer shall be required to pay an additional deposit on request.

#### 2.6.11 Return of Deposit

When a deposit on existing service is to be returned in whole or in part, the amount to be returned may first be applied to the current amount then payable for telephone service. Return of an amount over and above the current amount then payable for telephone service shall be made by check unless the Customer requests that the full amount be credited to his or her bill, or the Customer may request a full refund.

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## SECTION 2 - GENERAL REGULATIONS

### 2.6 CONSUMER PAYMENTS AND CHARGES (Cont'd)

#### 2.6.12 Check Return Charge

A charge will apply whenever a check or draft presented for payment of a deposit is not accepted by the institution on which it is written.

In the case of an error by the institution on which the check or draft is written, the charge will be waived by the Company.

	<u>Rates</u>	
	<u>Minimum</u>	<u>Maximum</u>
Check return charge	\$0.00	\$10.00**

\*\* State law requires that this figure does not exceed \$10.00.

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## SECTION 2 - GENERAL REGULATIONS

### 2.6 CONSUMER PAYMENTS AND CHARGES (Cont'd)

#### 2.6.13 Payment of Charges

Monthly charges for facilities and service, other than usage charges, are payable monthly in advance, and, except where otherwise provided in this Tariff, all other charges are payable upon request of the Company.

Bills are due on the due date shown on the bill and are payable by U.S. mail, or at any authorized office or payment agency designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. Where an objection to the bill involves a superseded service order, however, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two months after the bill is rendered. A bill will not be deemed correct and binding upon the Customer, by virtue of the preceding, if the Company has records on the basis of which the objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the Customer, the rate of interest on such refund will be the greater of the unadjusted Customer's deposit rate or the applicable late payment rate. 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 over payment 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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.6 CONSUMER PAYMENTS AND CHARGES (Cont'd)

#### 2.6.14 Late Payment Charge

A charge at the rate of 18% annually, simple interest (1.5% monthly, simple interest) will apply to all amounts previously billed on a Customer's bill, including arrears charges and late payment charges, which remain unpaid at the time the next bill is prepared. The minimum late payment charge is \$5.00. When a local exchange company provides the billing function on behalf of the company, the local exchange company's late payment charge applies.

##### A. Regulations

Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.

The late payment charge does not apply to final accounts.

The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

Except as shown in 2.6.8 preceding, the Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied. In the event that service is connected for a Customer who is indebted to the Company for service previously furnished such Customer, the service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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).

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## SECTION 2 - GENERAL REGULATIONS

### 2.6 CONSUMER PAYMENTS AND CHARGES (Cont'd)

#### 2.6.15 Deferred Payment Agreements

Existing Customers with three or more months service and for whom service has not been terminated in the initial three months shall be offered a deferred payment agreement prior to suspension or termination. Customers with medical emergencies and Customers who are elderly, blind or disabled shall be exempt from such eligibility criteria.

Service will not be suspended or terminated unless a deferred payment plan is offered.

Final notice of suspension/termination will advise the Customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

#### 2.6.16 Adjusted Payment Schedule

Customers on fixed incomes (e.g., pensions and public assistance) shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for periodic receipt of income.

#### 2.6.17 Quarterly Payment Plan

Residence Customers, 62 years of age or older, may request to pay their bills on a quarterly basis. This option shall be limited to customers having average annual bills not exceeding \$150. Average annual billing is determined using the last 12 months actual billing or an estimate of the next 12 months anticipated billing.

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## SECTION 2 - GENERAL REGULATIONS

### 2.6 CONSUMER PAYMENTS AND CHARGES (Cont'd)

#### 2.6.18 Installment Billing

Customers may elect to pay their service connection, initial, installation, move, substitution and other non-recurring charges associated with service orders including restoral charges and maintenance of service charges in monthly installments for up to a 12 month period. When installment billing is requested, it will be applied to all non-recurring charges associated with a given service order, subject to the following:

1. Charges will be billed in 12 monthly installments, of equal dollar amounts as requested by the Customer but the Customer may choose a shorter payment period.
2. A Customer may not pay a portion of the charges and then request installment billing for the remaining charges.
3. A Customer may elect to pay the unbilled charges before the expiration of the installment plan.
4. More than one installment plan may be in effect for the same Customer at the same time.
5. If a Customer disconnects service during the installment payment period all unbilled charges will be included in the final bill rendered.
6. Installment billing payments will continue even though an account is temporarily suspended.
7. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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## SECTION 2 - GENERAL REGULATIONS

### 2.7 CONSUMER SUSPENSION OR TERMINATION

#### 2.7.1 Suspension or Termination for Nonpayment

In the event of the nonpayment of any bill rendered or any required deposit or advance payment, the Company may terminate service (discontinue both incoming and outgoing service) until the bill rendered or the required deposit or advance payment has been paid.

Such termination shall not be made until at least 20 days after written notification has been mailed to the Customer.

Suspension or termination notices may not be issued or sent out to the Customer until at least 25 days after the date of the bill and only in accordance with Commission approved procedures. Bills must be mailed to Customers no later than six business days after the date of the bill. The 25 day period shall be extended one day for each day beyond the sixth business day when bills are mailed late.

AT&T must notify the Customer that termination of service may be avoided by a deferred payment agreement specified in 2.6.15 preceding.

Termination shall not be made until at least 20 days after written notification has been issued.

Termination will occur only between the hours of 8 AM and 4 PM Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the Company's offices are closed. In addition, service will not be disconnected on December 23 through 26 and December 30 through January 2. At least one attempt shall be made during non-working hours to contact the Customer by telephone before the date of termination.

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## SECTION 2 - GENERAL REGULATIONS

### 2.7 CONSUMER SUSPENSION OR TERMINATION (Cont'd)

#### 2.7.1 Suspension or Termination for Nonpayment (Cont'd)

##### A. No Suspension or Termination on Weekends or Certain Holidays.

Service shall not be terminated for nonpayment of a bill rendered or a required deposit on a weekend; or the following public holidays:

New Year's Day	Election Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

Special days proclaimed by the President or the Governor, or Days on which the collection agents of the Company are not open for business.

##### B. Dishonored Checks

If a Customer who has received a notice of discontinuance pays his or her bill with a check that is subsequently dishonored, his or her account remains unpaid and the Company is not required to issue any additional notice before discontinuing service. However, when a check received from a Customer is dishonored, the Company shall make two attempts, one outside of normal business hours, to contact the Customer within 24 hours. The Customer shall be given an additional 24 hours to pay before termination. The additional notice will be given provided that the Customer has not previously submitted a dishonored check to the Company within the past 12 months.

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## SECTION 2 - GENERAL REGULATIONS

### 2.7 CONSUMER SUSPENSION OR TERMINATION (Cont'd)

#### 2.7.1 Suspension or Termination for Nonpayment (Cont'd)

##### C. Exceptions to Suspension or Termination

The monthly service charge does not apply during the period of termination for nonpayment.

Service shall not be terminated for:

- a. Nonpayment of bills rendered other than for service or deposits requested in connection with service;
- b. Nonpayment for services for which a bill has not been rendered;
- c. Nonpayment for services which have not been rendered, except the initial advance payment of new Customers.

#### 2.7.2 Suspension or Termination - Medical Emergencies

For medical emergencies an additional 30 days will be allowed for Customers before termination, provided a medical certificate is supplied. The medical emergency status may be extended beyond 30 days upon submission of required documentation. During the pendency of the emergency, Customers will be able to defer payment of monthly charges in an amount set by the Commission until the emergency ceases or it is determined that Customers have the ability to pay the charges.

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## SECTION 2 - GENERAL REGULATIONS

### 2.7 CONSUMER SUSPENSION OR TERMINATION (Cont'd)

#### 2.7.3 Suspension or Termination - Elderly, Blind or Disabled

Where a Customer is identified to the Company as being blind, disabled or 62 years of age or older and all other occupants of the household are under 18 years of age, or 62 years of age or older, blind or disabled, an additional 30 days will be allowed before suspension or termination may occur. The Company shall make a diligent effort to contact by phone or in person an adult resident at the location for purposes of devising a payment plan at least eight days before the date of termination.

#### 2.7.4 Verification of Nonpayment

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

- a. The Company shall have 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
- b. The Company shall have checked the Customer's account on the day termination occurs, to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

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## SECTION 2 - GENERAL REGULATIONS

### 2.7 CONSUMER SUSPENSION OR TERMINATION (Cont'd)

#### 2.7.5 Disputed Bills

Service shall not be terminated for 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 complaint handling procedures. These procedures are in accordance with the New York State Public Service Commission's Rules Governing Provision of Telephone Service to Residential Customers, Part 633, and the Company may not discontinue service regarding a disputed bill or deposit until it has complied with said Rules.

Service may be terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer, having been asked to pay such undisputed portion, does not do so. Terminated service shall be reconnected within 24 hours following payment absent circumstances beyond the Company's control. When circumstances beyond the Company's control exist, the service will be connected within 24 hours after the cessation of such circumstances.

The Commission or its authorized designee may direct reconnection of service which may be within less than 24 hours.

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## SECTION 2 - GENERAL REGULATIONS

### 2.7 CONSUMER SUSPENSION OR TERMINATION (Cont'd)

#### 2.7.6 Restoral Charges Following Suspension or Termination

A restoral charge as specified in Section 5 of this tariff applies when service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

#### 2.7.7 Suspension or Termination For Cause Other Than Nonpayment

The Company, after notice in writing to the Customer and after having given the Customer an opportunity, appropriate to the circumstances involved, to respond to such notice, may, under the following conditions, terminate the service, and sever the connection and remove its equipment from the Customer's premises:

1. 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
2. If, in the judgment of the Company, any use of the facilities or service by the Customer tends to injuriously affect the efficiency of the Company's personnel, plant, property or service.

The Company, however, 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 Company personnel, plant, property or service is occurring, or is likely to occur.

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SECTION 2 - GENERAL REGULATIONS

2.7 CONSUMER SUSPENSION OR TERMINATION (Cont'd)

2.7.7 Suspension or Termination for Cause other than Nonpayment (Cont'd)

A. Fraud, Improper Use, Illegal Use of Service

Prohibited, unlawful or improper use of the facilities or service includes, for example:

1. The use of facilities or services of the Company to transmit a message or locate a person or otherwise to give or obtain information, without payment of Tariff charges,
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such a manner as to harass, frighten, abuse or torment such other person or persons,
3. The use of profane or obscene language,
4. The use of the service in such a manner as to interfere with the service of one or more other Customers or to prevent others from making or receiving calls,
5. 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,
6. The obtaining of service by any fraudulent means whatsoever, with the intent of avoiding payment for the service.

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## SECTION 2 - GENERAL REGULATIONS

### 2.7 CONSUMER SUSPENSION OR TERMINATION (Cont'd)

#### 2.7.7 Suspension or Termination for cause other than Nonpayment (Cont'd)

##### B. Abandonment or Unauthorized Use

1. In the event of abandonment of facilities or use by unauthorized persons, the Company may terminate service if it is determined by an inspection of the premises, or such other means as are necessary, that such facilities have in fact been abandoned or are being used by unauthorized personnel.

Termination of service for abandonment or unauthorized use may occur only after such means are used which are reasonably calculated to determine occupancy or authorized use and a notice must be sent to the Customer five days before such termination. The notification requirement is waived when previous mailings are returned by the Post Office or a new Customer advises that he or she moved into the location.

2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and that service is subsequently restored to the same Customer at the same location.
  - a. No charge shall apply for the period during which service had been terminated and
  - b. No charge shall be made for reconnection of the service if the termination was in error.

#### 2.7.8 Emergency Termination of Service at Customer's Request

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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.8 CONSUMER BILLING ACTIVITY

#### 2.8.1 Backbilling

Charges for previously unbilled service or upward adjustments of bills previously rendered to a Customer may not be billed beyond 24 months after the error occurred unless the culpable conduct of the Customer caused or contributed to the untimely billing. When such charges are billed, the Company must provide an explanation and advise a Customer that payment may be made under an installment plan which shall not be less than one month for each month represented by the late billed charges. In addition, the Company may not terminate service for charges rendered during the period in excess of six months unless due to the Customer's culpable conduct.

#### 2.8.2 Customer Overpayment

AT&T will provide interest on a Customer overpayment. A Customer overpayment is defined as a payment to AT&T in excess of the correct rates or charges for service which was caused by erroneous AT&T billing. The rate of interest on such an overpayment shall be the greater of the unadjusted Customer deposit rate or the applicable late payment rate. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any 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. No interest will be paid on Customer overpayments that are refunded within 30 days after such overpayment is received by AT&T.

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## SECTION 2 - GENERAL REGULATIONS

### 2.9 COMMERCIAL PAYMENTS AND CHARGES

#### 2.9.1 Billing and Collection

The Customer is responsible for payment of all charges for 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. Recurring charges are billed monthly, in advance of the month in which service is provided, except for usage sensitive charges which will be billed monthly for the preceding billing period. 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 prorated basis, except as otherwise expressly provided in this tariff.

#### 2.9.2 Billing Disputes

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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.9 COMMERCIAL PAYMENTS AND CHARGES (Cont'd)

#### 2.9.3 Advance Payments

The Company may require a Customer 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 non-recurring 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.

#### 2.9.4 Customer Overpayment

AT&T will provide interest on a Customer overpayment. A Customer overpayment is defined as a payment to AT&T in excess of the correct rates or charges for service which was caused by erroneous AT&T billing. The rate of interest on such an overpayment shall be the greater of the unadjusted Customer deposit rate or the applicable late payment rate. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. No interest will be paid on Customer overpayments that are refunded within 30 days after such overpayment is received by AT&T.

#### 2.9.5 Deposits

The Company may require a deposit, or an increase in the amount of deposit, of a Customer who cannot establish a satisfactory credit standing to the satisfaction of the Company. The deposit may not exceed the actual or estimated rates and charges for the service for a two month period.

Deposits will be returned to a Commercial 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 one year after 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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.9 COMMERCIAL PAYMENTS AND CHARGES (Cont'd)

#### 2.9.5 Deposits (Cont'd)

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 AT&T. (T)  
|  
(T)

A deposit, including any accrued interest held when service is disconnected, is returned to the Customer, less any amounts due the Company. Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.

#### 2.9.6 Returned Check Charges

The Customer will be assessed a charge of fifteen dollars (\$15.00) for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

#### 2.9.7 Minimum Period Charge

The minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all non-recurring charges associated with the provision of the service will be billed.

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## SECTION 2 - GENERAL REGULATIONS

### 2.10 COMMERCIAL CANCELLATION, DISCONTINUANCE, CHANGES AND RESTORAL OF SERVICE

#### 2.10.1 Cancellation of Service

##### A. Cancellation of Application for Service

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 otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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

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SECTION 2 - GENERAL REGULATIONS

2.10 COMMERCIAL CANCELLATION, DISCONTINUANCE, CHANGES AND RESTORAL OF SERVICE  
(Cont'd)

2.10.1 Cancellation of Service (Cont'd)

B. Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason whatsoever, 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 on behalf of the Customer, and
3. all recurring charges specified in the applicable service order tariff for the balance of the then current term.

These sums shall 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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.10 COMMERCIAL CANCELLATION, DISCONTINUANCE, CHANGES AND RESTORAL OF SERVICE (Cont'd)

#### 2.10.2 Discontinuance of Service

The Company may discontinue or refuse to furnish any and/or all service(s) to the Customer without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, assets or services.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an end user) fails to comply with Section 2.2.2 (Use of AT&T Marks), preceding, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to AT&T's reasonable satisfaction within 30 days after the date of notification, the Company may discontinue the service upon five days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of AT&T's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. In addition, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer, to be immediately due and payable.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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## SECTION 2 - GENERAL REGULATIONS

### 2.10 COMMERCIAL CANCELLATION, DISCONTINUANCE, CHANGES AND RESTORAL OF SERVICE (Cont'd)

#### 2.10.2 Discontinuance of Service (Cont'd)

- A. The Company may discontinue, suspend service immediately or refuse service without notice pursuant to the following:
1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of communications services or its planned use of service(s); or
  2. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service(s); or
  3. The Customer states that it will not comply with a request of the Company for security for the payment for service(s) or advance payments, as specified in this tariff; or
  4. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
  5. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
    - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
    - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - (c) Any other fraudulent means or devices.

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## SECTION 2 - GENERAL REGULATIONS

### 2.10 COMMERCIAL CANCELLATION, DISCONTINUANCE, CHANGES AND RESTORAL OF SERVICE (Cont'd)

#### 2.10.2 Discontinuance of Service (Cont'd)

- B. Upon the Customer's nonpayment of any amounts owing to the Company for which the Customer subscribes or had subscribed or used, the Company, by giving at least eight (8) calendar days' (calculated from the date of mailing) prior written notice to the Customer, may suspend service without incurring any liability. Termination shall not be made until at least twenty (20) calendar days after written notification has been mailed to the billing address of the Customer.
- C. Upon the Customer's failure to comply with a request made by the Company for security for the payment of service(s), or advance payments, as specified in this tariff or upon the Customer's violation of any of the other material terms or conditions required for furnishing service, the Company may, by giving at least eight (8) calendar days' (calculated from the date of mailing) prior written notice to the Customer, suspend service without incurring any liability. Termination shall not be made until at least twenty (20) calendar days after written notification has been mailed to the billing address of the Customer.
- D. Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by written notice to the Customer, may discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or requirement, Customer alteration of the services to be provided or any Customer violation of an applicable law or regulation, the Company may with or without prior written notice discontinue service without incurring any liability.

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## SECTION 2 - GENERAL REGULATIONS

### 2.10 COMMERCIAL CANCELLATION, DISCONTINUANCE, CHANGES AND RESTORAL OF SERVICE (Cont'd)

#### 2.10.3 Changes in Service

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

#### 2.10.4 Restoral of Service

If any Customer's service is restored after having been disconnected in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoral of service charge.

When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If a service has been suspended or discontinued for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoral fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of service will be effected upon bank clearance of the check.

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## SECTION 2 - GENERAL REGULATIONS

### 2.10 COMMERCIAL CANCELLATION, DISCONTINUANCE, CHANGES AND RESTORAL OF SERVICE (Cont'd)

#### 2.10.5 Assignment or Transfer of Service

The Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company and the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

### 2.11 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.

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## SECTION 2 - GENERAL REGULATIONS

### 2.12 TAXES AND SURCHARGES (T)

#### 2.12.1 NEW YORK GROSS RECEIPTS SURCHARGE\* (T)

A New York Gross Receipts Surcharge to recover the additional expense related to the State Gross Income and Earnings Taxes applies to recurring and non-recurring and usage rates and charges for all local services except charges collected on coin station sent-paid messages, and check return charges. AT&T may elect to include surcharges on the Customer's bill.

#### 2.12.2 MUNICIPAL SURCHARGE FOR LOCAL UTILITY GROSS RECEIPTS TAX SURCHARGE (T)

In certain cities and villages a municipal surcharge to recover the additional expense related to Local Utility Gross Receipts Taxes applies to recurring and non-recurring charges for all intrastate services except toll message usage, operators, charges for busy verification and interrupt service, WATS, check return and late payment charges.

The percentage rate of the surcharge in municipalities where such surcharges applies is shown on a schedule which is attached to this tariff. Any changes to these rates will be filed on 15 days notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of the change. 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 revised surcharges as directed by the Commission.

\* The applicable Gross Revenue Surcharge rates and MTA tax rates are shown on a statement (Statement Type: GRT) which is attached to this tariff. Any changes to these rates will be filed on 15 days' notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of the change. 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 revised surcharges as directed by the Commission.

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## SECTION 2 - GENERAL REGULATIONS

### 2.12 TAXES AND SURCHARGES (T)

#### 2.12.3 METROPOLITAN COMMUTER TRANSPORTATION DISTRICT TAX SURCHARGE\* (T)

- A. As described in B. following, a surcharge to recover the additional expense related to the Temporary Metropolitan Transportation Business Tax Surcharge (MTA Tax) applies to recurring and non-recurring and usage rates and charges for all local services except charges collected on coin station sent-paid messages and check return charges. AT&T may elect to include surcharges on the Customer's bill.
- B. The surcharge is applicable to services furnished from the following counties:

New York City Counties	Dutchess County
Bronx County	Nassau County
Kings County	Orange County
New York County	Putnam County
Queens County	Rockland County
Richmond County	Suffolk County
	Westchester County

#### 2.12.4 New York State Universal Service Fund Surcharge (N)

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 Business 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.

See AT&T Communications of New York, Inc., P.S.C. No. 24 tariff for surcharge.

### 2.13 RESERVED FOR FUTURE USE (T)

- \* The applicable Gross Revenue Surcharge rates and MTA tax rates are shown on a statement (Statement Type: GRT) which is attached to this tariff. Any changes to these rates will be filed on 15 days' notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill message, bill insert or separate mailing no later than the first billing period following the date of the change. 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 revised surcharges as directed by the Commission.

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## SECTION 2 - GENERAL REGULATIONS

### 2.14 EMERGENCY NUMBER SERVICE (911 and E911)

#### 2.14.1 General

- A. This tariff provides for Emergency Number Service (911 Service), which is an arrangement of Company Central Office and trunking facilities whereby a user who dials the telephone number "911" will reach the emergency report center for the telephone from which the number is dialed. The telephone user who dials the 911 number will not be charged for the call. (C)
- B. Both 911 and E911 service are only available from Company switching facilities (where available) and via Company services that are equipped to provide and that do provide 911 or E911 service. The Company shall provide to the PSAP only such name, address and telephone number information as the Customer shall provide to the Company, and for any 911 or E911 call, the Company shall only pass to the PSAP such information, including ALI and/or ANI data, as the Customer's facilities, network or station equipment shall make properly available to the Company's network and equipment for transmission to the PSAP.
- C. Universal Emergency Number Service (911) is a telephone exchange communicationservice whereby a Public Safety Answering Point (PSAP) serving the Customer's location may receive telephone calls dialed to the telephone number "911" from service users within a 911 service district.
- D. Two types of 911 service are offered: Basic 911 (911) and Enhanced 911 Service (E911).

Basic 911 Service: provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP equipped to receive those calls.

Enhanced 911 Service provides additional features, such as selective routing of 911 calls to a specific PSAP and Automatic Number Identification.

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## SECTION 2 - GENERAL REGULATIONS

### 2.14 EMERGENCY NUMBER SERVICE (911 and E911) (Cont'd)

#### 2.14.1 General(Cont'd)

- E. The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.
- F. The Company may assess Customers a fee, on a recurring basis, non-recurring basis, or both, to recover the costs incurred by the Company for providing 911 service, and may, where required or permitted, also assess and remit appropriate surcharges or other amounts payable to public or other agencies that provide 911 services.
- G. Because the Company's serving boundaries may not coincide with political subdivisions and 911 service district boundaries, the Company may assess standard fees and surcharges upon all service users served by a central office providing 911 service.

#### 2.14.2 Rules, Regulations and Terms and Conditions

- A. The Company will not provide both Basic 911 and Enhanced 911 Service within a given central office (switching entity).
- B. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP.
- C. The services provided pursuant to this tariff do not include the monitoring of facilities to discover errors, defects and malfunctions in 911 or E911 services, facilities, or operations, nor does the Company undertake such responsibility. The Customer shall be responsible for making such operational tests as, in the judgement of the Customer, are required to determine whether 911 and E911 calls are functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.

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## SECTION 2 - GENERAL REGULATIONS

### 2.14 EMERGENCY NUMBER SERVICE (911 and E911) (Cont'd)

#### 2.14.2 Rules, Regulations and Terms and Conditions (Cont'd)

- D. The Company's liability to the Customer, to any party dialing 911 using the Customer's facilities, or to any other party or persons, for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the amount equivalent to the pro-rate charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credits which may be given for an out-of-service condition. This limitation of liability shall be in addition to any other limitations contained elsewhere in this tariff.
- E. The Customer agrees to release, indemnify, defend, and hold harmless the Company from any all claims, suits, proceedings, expenses, losses, liabilities, or damages ("Claims") by any party or parties arising out of the use or attempted use of the Customer's services for purposes of placing 911 or E911 calls, including (a) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; (b) all other Claims arising out of any act or omission of Customer or any user of the Customer's services, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder. Customer agrees to defend 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 any such Claims.

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## SECTION 2 - GENERAL REGULATIONS

### 2.15 DEFINITIONS

#### Commercial Rates

Apply to service furnished:

1. In office buildings, stores, factories and all other places of a business nature.
2. In hotels, apartment houses, clubs, boarding and/or rooming houses except when all stations are within the subscriber's domestic establishment and no business listings are provided.
3. College administrative use, hospitals and other institutions; and in churches except when the station is located in an area reserved for domestic use.
4. At any location when the listing indicates a business profession except where a professional designation is permitted on residence service.
5. At any location where the service includes an extension which is at a location where business rates apply.
6. At any location where the substantial use of the service is occupational rather than domestic.
7. At any location where a Customer-owned coin operated telephone or Customer-owned coinless operated telephone is connected which provides pay telephone service to the general public.
8. All semi-public service is classified as commercial regardless of the location.

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## SECTION 2 - GENERAL REGULATIONS

### 2.15 DEFINITIONS (Cont'd)

#### Company Provided Facilities/Equipment

Facilities and/or equipment provided, leased or installed by the Company or on behalf of the Company.

#### Consumer Rates

Apply to service furnished in private homes or apartments (including all parts of the subscriber's domestic establishment) for domestic use and not for substantial occupational use. Residence rates also apply:

1. In college fraternity, sorority houses or residence halls, convents and monasteries for domestic rather than occupational use in residential quarters.
2. Consumer rates do not apply to service in residential locations if the listing indicates a business or profession.
3. Consumer rates also do not apply to service furnished in residential locations if there is an extension line between the residential location and a business location; however, if the extension line is limited to incoming calls only, consumer rates may be applied to the service, (this exception applies only to existing subscribers to this service retaining the restrictive equipment on the same premises).

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## SECTION 2 - GENERAL REGULATIONS

### 2.15 DEFINITIONS (Cont'd)

#### Commercial Service (Business)

Commercial (Business) Service is based upon the character of the directory listings and the character of the premises where the service is located. Service is classified Commercial (Business) Service when it is located on premises, which are of a business, institutional or occupational type or the service includes a yellow page listing.

#### Consumer Service (Residence)

Consumer Service denotes service provided when the main station is located in a private residence or a residential room or apartment of a building of any type. All listings of the service are in the names of individuals, without a business designation.

#### Customer Premises

One Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on continuous property.

#### Demarcation Point

The point at which common carriers terminate communications cabling in a building.

#### Domestic Establishment

The premises occupied by a family as a residence. A family consists of a group of persons related by blood or law, including their servants and guests, or not more than four unrelated persons, who maintain a common residence, and share the use of facilities such as kitchen, dining room, living room, etc.

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## SECTION 2 - GENERAL REGULATIONS

### 2.15 DEFINITIONS (Cont'd)

#### Interruption

For the purpose 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 errors. "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.

#### Local Exchange Service

Service which provides for exchange telephone communication within the local calling area at rates and under regulations as provided in this tariff. AT&T Local Exchange Service shall include access to emergency services (911 and 0) except as specified elsewhere in this tariff.

#### Local Automatic Number Identification (LANI)

A geographically significant 10-digit number that must be assigned to each customer location carrying AT&T Digital Link traffic for routing, billing and identification purposes. Where 911 service is available with Digital Link facilities, the LANI will be the telephone number of the calling party that is forwarded to the Public Safety Answering Point (PSAP).

Unless it otherwise agrees, the Company will use the Customer's Main Listed Number (MLN) as the Customer's LANI.

The Customer may propose that an alternative number, other than its MLN, be used as its LANI. The Company in its sole discretion may choose to use this alternative number so long as the alternative meets all applicable legal and regulatory requirements at the time that it is proposed and at all times after it is implemented. The Company reserves the right to revert to the use of the Customer's MLN for the Customer's LANI if, at any time, the alternative number provided by the Customer is determined not to comply with applicable legal or regulatory requirements.

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## SECTION 2 - GENERAL REGULATIONS

### 2.15 DEFINITIONS (Cont'd)

#### Local Calling Area

That area within which a Customer for AT&T Local Exchange Service can make telephone calls without incurring a long distance telecommunications charge. A Local Calling area may be made up of one or more central office areas.

#### Ported Numbers

Customer numbers that are assigned in the LERG (Local Exchange Routing Guide) to a carrier other than AT&T. These numbers are requested, by the Customer, to be terminated using AT&T facilities.

#### Rate Center

A specified geographical location used for determining mileage measurements.

#### Resale

Resale is the reselling by a Customer of the Company's service to others for a profit. A reseller is a commercial Customer who is subject to the applicable rules and regulations set forth by the Public Service Commission. A reseller is the Customer of record in a resale arrangement.

#### 911 and E911 Emergency Number Service:

Automatic Location Identification (ALI)- an E911 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (e.g., secondary locations, off-premise extensions) are generally identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI) - provides for the telephone number of the calling party to be forwarded to the PSAP.

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## SECTION 2 - GENERAL REGULATIONS

### 2.15 DEFINITIONS (Cont'd)

Emergency Service Number (ESN) - an ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary possibly one or more secondary PSAPs.

911 Service Area - the geographic area in which a particular PSAP will respond to all 911 calls and dispatch appropriate emergency assistance.

Public Safety Answering Point (PSAP) - a communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

Universal Emergency Number Service - a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) serving the Customer's location may receive telephone calls dialed to the telephone number "911". The 911 Service includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.