

Flexenet Inc.
Effective Date: January 9, 2014

PSC Tariff No. 1
Original Page 1
Revision:1
Superceding Revision: 0

TITLE SHEET

PRIVATE LINE TELECOMMUNICATIONS SERVICES

This Tariff applies to the Jurisdictionally Intrastate Private Line Telecommunications Services furnished by Flexenet Inc. ("Carrier") originating and terminating solely between one or more points in the State of New York. This Tariff is on file with the New York Public Service Commission ("Commission") and copies may be inspected during normal business hours at Carrier's principal place of business.

Issued by: Kyle Boudreau, Vice-President, New York, New York

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CHECK-SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D- Delete or Discontinue
- I- Change Resulting In An Increase to A Customer's Bill
- M- Moved from Another Tariff Location
- N- New
- R- Change Resulting In A Reduction to A Customer's Bill
- T- Change In Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.

C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1
2.1.A.
2.1.A.1.(a).
2.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier – Flexenet Inc., also referred to as the Company.

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Commission - New York Public Service Commission

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

State - State of New York

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

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SECTION 2. RULES AND REGULATIONS

Application of Tariff

2.1.A. This Tariff contains the regulations and rates applicable to private line intrastate telecommunications services provided by Carrier to business customers for telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.1. Application of Tariff (Cont'd)

- 2.1.B. Carrier's services may be provided over the carrier's own network or telecommunications channels, network elements, facilities or services of other facilities based Carriers including the facilities of the incumbent local exchange carrier.
- 2.1.C. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier to the Customer and do not apply, unless otherwise specified, to the lines, facilities, or services provided by the incumbent local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.D. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2. Use of Services

- 2.2.A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.C. Carrier's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.
- 2.2.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.E. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 USE OF FACILITIES AND SERVICE

2.3.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, including circuits, facilities, services and network elements from underlying carriers, (b) to secure and retain, without unreasonable expense, suitable space, including all rights of way, licenses, and easements for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands any fee for allowing the Company to place its plant or facilities in such building, or relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

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 rendered pursuant to this Tariff until the indebtedness is satisfied.

Whenever facilities are not immediately available to furnish service to all applicants, the order of precedence, by categories, will continue to be that followed under the Civilian Production Administration Utilities Order U-2, as amended August 7, 1946.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.3 USE OF FACILITIES AND SERVICE (cont'd)

2.3.2 Limitations on Liability

a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

c. Use of Facilities of Other Companies

When the facilities, services, network elements, systems, or data of other companies are used in establishing a connection or providing service to customers, the Company is not liable for any act, error, failure, omission, interruption or inaccuracy caused by the other company or its agents or employees. This includes, but is not limited to, the provision of a signaling system database by another company.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.3 USE OF FACILITIES AND SERVICE (cont'd)

2.3.2 Limitations on Liability (cont'd)

- d. Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting Carriers, the services and facilities furnished by the Carrier and connecting Carriers are subject to the terms, conditions and limitations set forth herein.
- e. Exclusivity of allowance in absence of gross negligence or willful misconduct

No liability of any nature whatsoever, including but not limited to any form of special, punitive, or consequential damages, shall attach to the Carrier for damages arising from failures, errors, mistakes, omissions, interruptions, delays or defects in transmission of the Carrier, or its agents, servants or employees, or of any underlying carrier, in the course of establishing, provisioning, furnishing, rearranging, moving, terminating, or changing regulated or non-regulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities and any listings, or failure or inaccuracy in listings, in directories or directory data bases) in the absence of gross negligence or willful misconduct.

- f. The Carrier is not liable under any circumstance for:
 - i any act or omission of any connecting or underlying carrier or local exchange telephone company or its agents, servants or employees; for providers of connections, equipment, facilities, or service other than the Carrier or its agents, servants or employees; for any act or omission of any person or entity owning telecommunications facilities used by the customer in conjunction with the Carrier's service; culpable conduct of the customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the customer; or for any act or omission of any governmental or Public Service Agency to which emergency calls are placed.
 - ii mistakes, omissions, interruptions, errors, failures, delays, or defects in transmission, or failure to transmit, when caused by acts of God, fire, war, riots, Government authorities, national emergencies, or other causes beyond Company control.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.3 USE OF FACILITIES AND SERVICE (cont'd)

2.3.2 Limitations on Liability (cont'd)

- g. THE CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- h. The limitations of liability set forth herein shall apply to any failure, error, omission, or inaccuracy in the provision of 911 or E-911 service.

2.3.3 Use Of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.3.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.3 USE OF FACILITIES AND SERVICE (cont'd)

2.3.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings or databases, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, and including the failure to list any name, address, or telephone number, or incorrectly listing any name, address or telephone number, or the listing or provision of any name, address or telephone number which should not have been listed or provided, shall attach to the Company.

An allowance for errors or mistakes in or omissions or incorrect inclusions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- 1) Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 2) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3) Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.3 USE OF FACILITIES AND SERVICE (cont'd)

2.3.5 Directory Errors (cont'd)

- 4) Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- 5) Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4. Responsibilities of the Customer

- 2.4.A. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that end users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users. The Customer is also responsible for the payment of charges from any carrier for any calls or traffic originated at Customer's Premises, or originated at any other point (by any person) and which utilize or transit Customer's equipment or the services provided by Carrier, or which originate from or appear to originate from, Customer's premises, equipment or numbers, with or without the knowledge or consent of Customer.
- 2.4.B. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.4.C. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, space conditioning, conduit and electrical power without charge to Carrier.
- 2.4.D. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment for the provision of Carrier's services. Any charges for access to the building where Customer is located, or for the use of cabling or conduit in such building, are solely the obligation of Customer.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (Cont'd)

2.4.E. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days' written notice, via first class U.S. mail terminate the Customer's service.

2.4.F. The Customer is responsible for payment of the charges set forth in this Tariff.

2.4.G. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.

2.4.H. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3, above, arising in connection with the provision of service by Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services

2.5.A. Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.B.:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
2. For violation of any of the provisions of this Tariff,
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services (Cont'd)

2.5.B. Procedures for discontinuance of existing service:

1. Carrier may discontinue service without notice for any of the following reasons:
 - (a). If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard to, or to interfere with, Carrier's network, equipment, or service to others.
 - (b). If a Customer or User uses Carrier's services in a manner that violates the law.
2. In all other circumstances, Carrier will provide the Customer with written notice via first class U. S. mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least ten (10) days' written notice via first class U.S. mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services (Cont'd)

2.5.C. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with Tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.5.D. Carrier may discontinue service, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in providing a new authorization code to replace the one that has been deactivated.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6. Billing Arrangements

2.6.A. Customers will either be billed directly by Carrier or its intermediary, or charges will be included in the Customers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

2.6.B. Carrier will render bills monthly. Payment is due within thirty (30) days after Customer's receipt of its bill.

2.6.C. Carrier may impose a late payment charge of 1.5% on any bill not paid within thirty (30) days of receipt by the Customer.

2.7. Validation of Credit and Deposits

Carrier reserves the right to validate a Customer's credit worthiness. Where the Customer's credit is not acceptable to Carrier, Customer may be required to post a deposit not to exceed two months' estimated charges.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Contested Charges

All bills are presumed accurate and will be binding on the Customer unless objection is received by Carrier within sixty (60) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or an end user, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

2.8.A. First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.

2.8.B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Commission.

2.9. Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10 Deposits

- a. Applicants or Customers whose financial condition is not acceptable to Carrier may be required at any time, at Carrier's option, to make a deposit in an amount equaling up to two months' actual or estimated charges for the regulated and non-regulated services, equipment, and facilities to be provided. In the case of a cash deposit, interest at the rate specified by the Commission will be accrued for the period during which Carrier holds the deposit. At Carrier's option, the deposit may be refunded or credited to the customer at any time prior to termination of service.
- b. Carrier may at any time increase the deposit to be posted by the Customer to reflect actual or anticipated increases in the customer's billings.

2.11 Taxes

A. Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, minimum, usage, surcharges, property service, or special charges, customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.11 Taxes (Cont'd)

B. Gross Revenue, Gross Income, and Gross Earnings Surcharges

- (i) In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, Customer shall also pay each of the following surcharges to be imposed on all charges for recurring, non-recurring, minimum, usage or special charges designed to recover gross revenue, gross income and gross earnings taxes imposed on carrier:

I State and MTA Surcharges:

The Applicable Gross Revenue Surcharge rates and MTA tax rates are shown on a statement which is attached to this Tariff. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the company will file revised surcharges as the Commission directs.

- II Municipal Surcharge in those jurisdictions imposing local gross revenue or gross earnings tax imposed on all charges for recurring, non-recurring, minimum and special charges, and upon all intra-municipality usage, at the following rate:

$$\frac{\text{statutory tax rate}}{1 - \text{statutory tax rate}}$$

- (ii) The surcharges imposed under (B)(i) above shall be added to all charges for recurring, non-recurring, minimum, usage surcharges or special charges for services, and together with all such charges, shall be subject to all sales, use, and excise taxes imposed by Paragraph A above.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Temporary Promotions

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of each such promotional program shall be filed as part of Carrier's Effective Rate Schedule.

2.13 Billing and Collection Practices

Carrier will adopt all billing and collection practices prescribed by the Commission.

2.14. Shortage of Equipment or Facilities

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

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

2.15 Costs of Collection

If Carrier initiates any action or proceeding to collect amounts due from Customer under this tariff, in which Carrier substantially prevails, Customer shall also be liable to Carrier for Carrier's costs (including reasonable attorneys fees) of initiating and prosecuting such collection action, to the extent such costs are found reasonable by the Court.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

1. GENERAL

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

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located.

A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 SCHOOLS AND LIBRARIES (Cont'd)

2. REGULATIONS

1. Obligation of eligible schools and libraries
 - a. Requests for service
 1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
 2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
 3. Services requested will be used for educational purposes.
 4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.
 2. Obligations of the Company
 - a. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 SCHOOLS AND LIBRARIES (Cont'd)

2. REGULATIONS (Cont'd)

2. Obligation of the Company (Cont'd)

- b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- c. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

3. DISCOUNTED RATES FOR SCHOOLS AND LIBRARIES

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

A. SERVICES INELIGIBLE FOR SCHOOLS AND LIBRARIES DISCOUNT

1. Voice Mail Services

B. SCHOOLS AND LIBRARIES DISCOUNT MATRIX

<u>HOW DISADVANTAGED</u>	<u>% DISCOUNT LEVEL</u>	
	<u>Urban Discount</u>	<u>Rural Discount</u>
% of students eligible for national school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.16 HEALTH CARE PROVIDERS SUPPORT PROGRAM

1. GENERAL

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulations (C.F.R.) 54.601 et. seq., and any amendments made thereto.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.16 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

2. REGULATIONS

- a. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- b. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- c. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.16 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

2. REGULATIONS (Cont'd)

- d. Responsibility of eligible health care providers
1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

Issued in compliance with order of the Public Service Commission dated November 4, 1997 in Cases 94-C-0095 and 28425.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.16 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

2. REGULATIONS (Cont'd)

e. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1. preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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Issued by: Kyle Boudreau, Vice President, New York, New York

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.16 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

3. RATES AND CHARGES

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location:

- a. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- b. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- c. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.17 [Reserved]

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.18 Automatic Number Identification

Carrier may provide Automatic Number Identification (ANI) associated with an intrastate service to any entity (the ANI recipient) under the following terms and conditions:

- 1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

*Issued in compliance with New York Public Service Commission's Order in Cases 89-C-191 and 90-C-0165, adopted March 30, 1994.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.18 Automatic Number Identification (Cont'd)

- 4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party, for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 5) Carrier shall make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- 6) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the carrier until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.19 [Reserved]

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.20 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority

2.20.1 General

- a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.20 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service
Priority (Cont'd)

2.20.1 General (Cont'd)

- b. The TSP program has two components, restoration and provisioning.
 - i. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - ii. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.20 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service
Priority (Cont'd)

2.20.2 TSP Request Process B Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- a. determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership
National Security Posture and U.S. Population Attack Warning
Public Health, Safety, and Maintenance of Law and Order
Public Welfare and Maintenance of National Economic Posture
- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- d. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- e. Submit the SF 315 to the OPT.
- f. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.20 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service
Priority (Cont'd)

2.20.3 TSP Request Process B Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.16.2 above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.16.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.20 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service
Priority (Cont'd)

2.20.4 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- a. Identify telecommunications services requiring priority.
- b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- c. Accept TSP services by the service due dates.
- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- e. Pay the Company any authorized costs associated with priority services.
- f. Report to the Company any failed or unusable services with priority levels.
- g. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- h. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.20 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service
Priority (Cont'd)

2.20.5 Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OPT.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- f. Confirm completion of TSP service order activity to the OPT.
- g. Participate in reconciliation of TSP information at the request of the OPT.
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.20 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service
Priority (Cont'd)

2.20.5 Responsibilities of the Company (Cont'd)

- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.20.6 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.21 Federal Surcharges

2.21.1 Carrier will apply all surcharges authorized by the Federal Communications Commission, either as flat rate surcharges or surcharges based on revenues, in the amounts authorized by the FCC or its designee. Such surcharges shall include, but not be limited to:

Number Portability Surcharge
Federal Universal Service Fund Surcharge
Federal End User Common Line (EUCL) Surcharge

2.21.2 Surcharges Subject to Tax

The gross revenue, gross earnings, gross income, and state excise tax Surcharges specified herein are themselves subject to gross revenue and other relevant surcharges, and are therefore “grossed up”. All grossed-up Surcharges collected are themselves subject to applicable state and federal taxes and surcharges, including but not limited to state and local sales taxes and federal excise taxes.

2.22 Limitation On Liability of Underlying Carriers

Neither Customer, nor any person claiming through Customer, including its officers, owners, directors, employees or agents, or its own customers, nor any person claiming under his own right, shall have any claim, cause of action, suit or entitlement to damages of any nature whatsoever, including but not limited to consequential, special or punitive damages, against any underlying carrier providing facilities, services, network elements or dark fiber capacity to Carrier, or against any financial institution providing commercial funding to Carrier, regardless of fault, negligence, gross negligence, act or omission on the parts of such underlying carrier or financial institution.

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Section 2 – GENERAL RULES AND REGULATIONS (Cont'd)

2.23 Critical Facilities Administration Service

General:

Critical Facilities Administration Service (CFAS) provides physical route information to customers with Telecommunications Service Priority (TSP) qualified circuits. If the Company is acting as the Prime Contractor, the company will obtain from its subcontractors the physical routing information for their portion of the qualified circuit.

Customer Obligations

1. Customers' circuits must be federally registered as TSP circuits.
2. Customers must subscribe to the Critical Facilities Administration Service (CFAS) offered by the Company and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."
3. Customers must pay the appropriate tariff charges for CFAS, and any connecting carrier CFAS charges billed to the Company or directly to the customer.
4. Customers must agree to treat all network information provided to them regarding their subscribed circuits as confidential and comply with any security procedures established in support of CFAS. This may include, but will not be limited to, provision of appropriate passwords prior to forwarding of CFAS information.

Obligations of the Company

1. The Company will maintain data and restrict access by each customer to information relative to that customer's subscribed circuits.

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Section 2 – GENERAL RULES AND REGULATIONS (Cont'd)

2.23 Critical Facilities Administration Service (cont'd)

Obligations of the Company (Cont'd)

2. Company will identify the physical path of each subscribed circuit whenever requested by the customer so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit. Where Company systems permit, information will be transmitted to the Customer in the form of an AutoCAD file with the coordinates included. The Customer must provide its own software capable of reading an AutoCAD file.
3. The Company will make available physical path information for newly provisioned subscribed circuits to the customer within 5 business days after the circuit has been installed and within 15 business days for existing TSP circuits.
4. For circuits provided in concert with other carriers, the Company, when acting as the Prime Contractor will obtain and forward information regarding the connecting carrier's portion of the physical path of the subscribed circuit to the customer as expeditiously as possible.
5. Provision of CFAS will be suspended in the instance of a major telephone outage. Once subscribed circuits are restored to service, the Company will make updated physical path information available to the customer within ninety days of the restoration of service upon request.

Rates

There is no charge for CFA.

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Section 3 – DESCRIPTION OF SERVICE OF RATES

3.1 Dedicated Private Line Services

- a. Carrier offers dedicated point to point DS-0 (64 kbps) service. DS-0 circuits may be delivered over DS-1, DS-3, or other high capacity circuits, and are billed on a DS-0 circuit basis regardless of the transport vehicle or service utilized by Carrier.
- b. Service is offered between specified points in the City of New York and adjacent areas where Carrier has network facilities.
- c. Rates Per DS-1

Customer pays a Monthly Recurring Flat Rate per DS-0 circuit. Each leg of a multipoint circuit is billed as a separate DS-0 circuit.

	Min	Max
Monthly recurring Flat Rate per DS-0 circuit	\$10	\$500

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Section 3 – DESCRIPTION OF SERVICE OF RATES (cont'd)

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Section 3 – DESCRIPTION OF SERVICE OF RATES (cont'd)

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Section 3 – DESCRIPTION OF SERVICE OF RATES (cont'd)

[Reserved]

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SECTION 3. DESCRIPTION OF SERVICE OF RATES (Cont'd)

3.2. Other Services

3.2.A. Other dedicated private line services may be provided by the Carrier on an Individual Case Basis (ICB), depending on such factors as length of loops involved, quality and quantity of loops, transmission speed, bandwidth, points of origination and termination, and other factors.

3.3. Individual Case Basis (ICB) Arrangements

3.3.A. In lieu of the rates set forth in this Tariff, carrier may enter into Individual Case Basis rates or contracts with customers in response to a *bona fide* special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing, and will be available to similarly-situated customers on a non-discriminatory basis. All such rates will be filed as addenda to effective rate schedules in accordance with Commission requirements.

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SECTION 3. DESCRIPTION OF SERVICE OF RATES (Cont'd)

3.4 Minimum and Maximum Rates

This Tariff contains minimum and maximum rates pursuant to the Commission's flexible pricing plan. Rates and service charges may be changed on one day's notice to affected Customers and to the Commission. Customers will have until the conclusion of the billing cycle for which the rate change was effective to terminate service or decline to accept service at the new rate. If the Customer so terminates service, Carrier will bill recurring rate elements at the old rate for the remainder of the billing cycle in which the change is made. If the Customer does not terminate service, rates for non-recurring elements will change as of the date specifies. In all cases, all other rate elements, including usage and non-recurring charges, will change as of the date the Carrier specifies.