

Roman LD, Inc.
Effective Date: November 20, 2011

New York P.S.C. Tariff No. 1
Original Sheet No. 1

NEW YORK TELECOMMUNICATIONS TARIFF

OF

ROMAN LD, INC.

2300 Valley View Lane, Suite 340
Irving, Texas 75062

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Roman LD, Inc., ("Roman" or "Company") within the State of New York. This tariff is on file with the Public Service Commission of New York ("Commission") and is in concurrence with all applicable state and federal laws. Copies may be inspected during normal business hours at the Company's principal place of business; 2300 Valley View Lane, Suite 340, Irving, Texas 75062.

Roman LD, Inc. is a provider of interexchange telecommunications services on a 24-hour basis. Service is provided for the direct transmission and reception of voice and data communications between points within the State of New York as an extension of Roman LD, Inc.'s interstate service.

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CHECK SHEET

Sheets 1 through 34 inclusive of this Tariff are effective as of the date shown at the top of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	29	Original
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation.
- (D) To signify **discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that text has been relocated (**moved**) without change.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, 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 sheet. 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 their Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated 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 sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by and asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of resold intraLATA and interLATA interexchange telecommunications Services within the State of New York by Roman LD, Inc.

Company's Services as set forth herein are provided exclusively in conjunction with Company's presubscribed interstate interexchange services, and is not otherwise available.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission

The New York Public Service Commission ("Commission")

Company:

Roman LD, Inc. ("Roman"), the issuer of this Tariff.

Customer:

The person, firm, corporation or other entity, which orders or uses service and is responsible for payment of charges and compliance with Tariff regulation.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Measured Service:

The provision of long distance measured time communications telephone service to Customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contracted interexchange carrier is responsible for arranging the access lines.

Monthly Service Fee:

The monthly fee applied to Customers for account maintenance.

National Security or Emergency Preparedness (NS/EP) Services:

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.

Presubscribe or Presubscription:

The Customer's order for Company's calling services through the Company, which involves the Local Exchange Carrier PIC change process.

Subscribe or Subscription:

The Customer's order for Company's calling services directly through the Company and not involving the Local Exchange Carrier PIC change process.

Subscriber:

See "Customer" definition.

The Telecommunications Service Priority (TSP) Program:

A federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area between points within the State of New York.
- 2.1.2. Company is a provider of interexchange telecommunications to Customers for direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport and termination services provided by interexchange carriers.
- 2.1.4. Customer's monthly charges for Company's Service are based on the total time Customer actually uses the service.
- 2.1.5. Subject to availability, the Customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.6. The Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to immediately disconnect service when necessitated by conditions beyond the company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the laws, rules, regulations, or policies of the jurisdiction of the originating station or terminating station, or regulations and policies of the Commission.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS, Continued

- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available.
- 2.2.4. Title to all facilities provided by Company under these regulations remains in Company's name.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The Company strictly prohibits use of the Company's Services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have 30 days.
- 2.4.2. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.3. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.4. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other actions or liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence.
- 2.4.5. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.6. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the TRA . Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claims or demands.
- 2.4.7. The Company shall not be liable for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. INTERRUPTION OF SERVICE

- 2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.5.2. No credit allowances will be allowed for an interruption of services for continuous duration of less than two hours.
- 2.5.3. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/160th for each hour over two (2) such hours of interruption up to a maximum of 6/160th multiplied by the average monthly usage bill of the Customer. If service is activated for less than one (1) month, the monthly usage amount shall be determined by extending the actual usage for the days of service to thirty (30) days.

2.6. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communication Commission's Rules and Regulations which specifies the priority system for such activities.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY

2.7.1. 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 (Title 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.

- B. The TSP program has two components, restoration and provisioning.
1. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY, Continued

2.7.1. General, Continued

B., Continued

2. 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.

2.7.2. TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

1. National Security Leadership
 - a. National Security Posture and U.S. Population Attack Warning
 - b. Public Health, Safety, and Maintenance of Law and Order
 - c. Public Welfare and Maintenance of National Economic Posture

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY, Continued

2.7.2. TSP Request Process – Restoration, Continued

Continued

2. 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.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. 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.
5. Submit the SF 315 to the OPT.
6. 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 - RULES AND REGULATIONS, Continued

2.7. EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY, Continued

2.7.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.6.A.2(A)(1) above for restoration priority assignment except for the following differences. The user should:

1. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.6.A.2(A)(1) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
2. Verify that the Company cannot meet the service due date without a TSP assignment.
3. 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.

2.7.4. Responsibilities of the End-User

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

1. Identify telecommunications services requiring priority.
2. 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).
3. Accept TSP services by the service due dates.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY, Continued

2.7.4., Continued

4. 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.
5. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
6. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
7. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

2.7.5. Responsibilities of the Company

The Company will perform the following:

1. Provide TSP service only after receipt of a TSP authorization code.
2. Revoke TSP services at the direction of the end-user or OPT.
3. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
4. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY, Continued

2.7.5., Continued

5. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
6. Confirm completion of TSP service order activity to the OPT.
7. Participate in reconciliation of TSP information at the request of the OPT.
8. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
9. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
10. 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.
11. Disclose content of the NS/EP TSP database only as may be required by law.
12. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY, Continued

2.7.6. 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 - RULES AND REGULATIONS, Continued

2.8. MINIMUM SERVICE PERIOD

- 2.8.1 The minimum service period for all services, unless otherwise stated is one month. Service retained for less than the minimum service period will be billed for a full month of service.
- 2.8.2 For minimum service periods less than one month, except those involving the minimum billing period, the monthly recurring charge is prorated and a bill rendered for the actual days in service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING

- 2.9.1. The Company will comply with the billing and collection practices set forth in Commission rules.
- 2.9.2. Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the subscriber. Service continues to be provided until canceled by the Customer with no less than thirty (30) days notice.
- 2.9.3. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.
- 2.9.4. Billing will be payable upon receipt and deemed past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance. Each account shall be granted not less than one complete forgiveness of late payment charge. Customers shall be notified by letter when eligibility for forgiveness of late payment charge has been utilized.
- 2.9.5. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.10. BILLING DISPUTES

- 2.10.1. Billing disputes should be addressed to Company's customer service organization via telephone to 888.227.2759. Customer service representatives are available between 8:00 AM and 7:00 PM Central Time. Customers may leave recorded messages after business hours, which will be returned the following business day.
- 2.10.2. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action:

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. BILLING DISPUTES, Continued

2.10.2.1. First, the Customer may request the Company perform 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 disconnection).

2.10.2.2. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. The address of the Commission is:

Consumer Services Division
New York Public Service Commission
Three Empire State Plaza
Albany, New York 12223

Telephone: 800.342.3377

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. CANCELLATION BY CUSTOMER

- 2.11.1 The Company's services consist of Presubscribed interstate and intrastate interexchange services as set forth in this Tariff.
- 2.11.2 To effectively cancel all services with Company, the Customer must call or write the Company's Customer service Department and notify the Company of the Customer's desire to terminate all services, whether Presubscribed or Subscribed. Cancellation by the Customer of Presubscribed intrastate and interstate long distance services will not automatically result in the cancellation of casual calling, travel card and other Subscribed services. The Customer must notify the Company of the cancellation of Presubscribed and Subscribed services.
- 2.11.3 The Customer will remain responsible to pay for all monthly fees and charges incurred through the date that the Customer first directly notifies the Company of his or her desire to cancel Presubscribed and Subscribed service(s). Failure to cancel all services will result in the imposition of a monthly fees and charges for the services not cancelled.
- 2.11.4 If a Customer either voluntarily cancels their services with the Company or if the Company cancels the Customer's Presubscribed long distance services for any reason set forth in this Tariff, the Company will have no obligation whatsoever to assist the Customer in any respect in switching from the Company to another carrier.
- 2.11.5 Any non-recoverable cost of company expenditures shall be borne by the Customer if:
1. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 2. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 3. Based on an order for service and construction has either begun or has been completed, but no service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY

2.12.1. Company reserves the right to immediately discontinue furnishing the service to Customers:

1. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, to the public or to employees of the utility; or
2. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- 3C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
4. For unlawful use of the service or use of the service for unlawful purposes; or
5. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.12.2. Company may discontinue service according to the following conditions upon fifteen (15) days written notice via first-class U.S. mail, followed by a second written notice five (5) days prior to discontinuance of service, under the following circumstances:

1. For violation of Company's filed Tariff.
2. For the non-payment of any proper charge as provided by Company's Tariff.
3. For Customer's breach of the contract for service between the utility and Customer.
4. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY, Continued

- 2.12.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the company shall at all times be entitled to all the rights available to it under law or equity.
- 2.12.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.13. INTERCONNECTION

- 2.13.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' Tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

2.14. DEPOSITS

The Company does not require a deposit from the Customer.

2.15. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and disabled program service surcharges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. TAXES

- 2.16.1. The applicable Gross Revenue Surcharge rates and Metropolitan Transportation Business Tax Surcharge (MTA) tax rates are shown in an Appendix attached to this tariff. Any changes to these rates will be filed on fifteen (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 tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.
- 2.16.2. Customers are responsible for payment of all federal, state and local taxes, franchise, excise, and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services, and handicapped services.

2.17. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

- 2.17.1. The Schools and Libraries Discount program permits eligible schools (public, private, grades Kindergarten through 12) and libraries to purchase the Company's services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the F.C.C. 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.*
- 2.17.2. 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 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, Continued

2.17. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM, Continued

2.17.3. Obligations of eligible schools and libraries are as follows:

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 Federal Communications Commission 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.

2.17.4. Obligations of the Company are as follows:

1. Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM, Continued

2.17.5. Discounted rates for schools and libraries will be based on the following:

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 Federal Communications Commission 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 3 – DESCRIPTION OF SERVICE

3.1. INTEREXCHANGE TELECOMMUNICATIONS SERVICES

Company offers a switched access, Outbound (1 + dialing) InterLATA and IntraLATA service, which allows a Customer to establish a communications path between two stations by using uniform dialing plans. Calls are routed over the Company's underlying carrier network and Company switching facilities. Calls are billed on a flat monthly basis regardless of the number of calls placed, or length of calling.

3.2. APPLICATION OF RATES

3.2.1. Timing of Calls

- 3.2.1.1. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.2.1.2. Unless otherwise stated in this Tariff, the minimum call duration for billing purposes is one minute with one minute billing increments thereafter.
- 3.2.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.2.1.4. There is no billing for incomplete calls.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.2. APPLICATION OF RATES, Continued

3.2.2. Service Areas

- 3.2.2.1. Unless otherwise specified in this tariff, Company's interexchange Service area is statewide.
- 3.2.2.2. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

3.3. PROMOTIONAL OFFERINGS

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings will have an established start date and ending date, the ending date to be no more than one calendar year from the start date. All promotional offerings will be filed with the Commission for Tariff approval.

3.4. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 4 – RATES

4.1. INTEREXCHANGE SERVICE CHARGES

4.1.1. Unlimited Plan

Customers receive unlimited calls, intrastate, interstate, Canada and to European land lines under a single recurring monthly charge per line.

	Minimums	Maximum
Unlimited Plan, initial line, per month.	\$14.99	\$49.99
Unlimited Plan, each additional line, per month.	\$14.99	\$49.99
Multiline Account Charge, per account, per month.	\$6.50	\$12.50

4.2. MISCELLANEOUS FEES AND SURCHARGES

4.2.1. Monthly Service Fee

A monthly service fee applies exclusively to Company's Switched Access Services, Inter and IntraLATA.

Switched Access Service Fee, Per Month	\$4.99
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4.2.2. Primary Interexchange Carrier Change Charge

Charge, per change	\$4.95
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4.2.3. Returned Check Charge

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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SECTION 5 - FLEXIBLE RATE SCHEDULE

5.1. EFFECTIVE SERVICE CHARGES

Monthly service charges per account are based on the following schedule:

5.1.1. Switched Access, "1+" Outbound Service – Intra and InterLATA

Per line, per month	\$24.99
Multiline Account Charge, per account, per month.	\$6.50

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