ACCESS SERVICES TARIFF

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES

FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN

THE STATE OF NEW YORK

Issued: October 3, 2011

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EXPLANATION OF SYMBOLS, REFERENCE MARKS AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

C To signify a changed regulation or rate structure.

D To signify discontinued material.

I To signify an increased rate.

M To signify a move in the location of text.

N To signify a new rate or regulation

R To signify a reduced rate.

S To signify reissued material.

T To signify a change in text but no change in rate or regulation.

APPLICATION

This tariff applies to intrastate access services provided by Telengy LLC and its Subsidiaries, affiliates, connecting, concurring and/or participating carriers, or other telecommunications service providers engaged in the exchange, transit, origination or termination of access service traffic in the State of New York.

Except as provided in 3.1.3(A), this tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of New York.

DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Act
The Communications Act of 1934 (47 USC 153(R)), as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 State. 56 (1996), codified throughout 47 USC and as interpreted by applicable law.

Advance Payment
A payment required before the start of service.

Access Services
The Company's intrastate telephone services offered pursuant to this tariff.

Automatic Number Identification (ANI)
A multi-frequency, signaling common switching feature that provides the automatic transmission of a seven or ten digit number and information digits to the customers premise for calls originating in the LATA to identify the calling party or station.

Calling Party Number
(CPN) means a Signaling System 7 parameter whereby the ten (10) digit number is used to identify the calling or originating party.

Collocation
An arrangement where the equipment of a local exchange carrier is installed and maintained at the premise of another LEC.

Common Carrier
Denotes any individual, partnership, association, joint- stock company, trust, government entity or corporation engaged for hire in intrastate communication by wire or radio

Common Channel Signaling Network
Digital data network carrying signaling, routing and control information which interfaces with the telecommunications network.

Company
Telengy, LLC the issuer of this tariff.

Customer
The carrier that orders from, uses or subscribes to the service in this tariff.

DEFINITIONS (Cont'd)

Customer Proprietary Network Information (CPNI)
Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a the Company and that is made available to the Company by the customer solely by virtue of the Company-customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term (CPNI) does not include subscriber list information.

Digital Signal Level 1 (DS1)
1.544 Mbps first level signal in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

Digital Signal Level 3 (DS3)
The 44.736 Mbps third level in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing

End Office Switch
A local telephone switching system established to provide local exchange service and/or exchange access service.

End User
A customer of the Company's local exchange service who is not a carrier.

FCC
The Federal Communications Commission

Grandfathered
Services ordered under the provisions of this tariff but are no longer available to new customers.

Individual Case Basis
A condition in which the regulations (if applicable), rates and charges for an offering under the provision of this tariff are developed based on the circumstance in each case.

Local Access and Transport Area (LATA)
A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Local Exchange Routing Guide (LERG)
The telecommunications industry database tool used to provision NPA/NNXs and provide routing information to facilitate call completion.

DEFINITIONS (Cont'd)

Local Number Portability
The ability to move telephone numbers from one service provider to another.

Loss
The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.

Meet Point Billing
A situation when two or more exchange telephone companies are involved in the provisioning and billing of telecommunications service.

MOUs
Minutes of Use

North American Numbering Plan (NANP)
A three-digit area code (also known as a Number Plan Area (NPA), and a seven digit telephone number, made up of a three digit central office code and a four-digit station number. The NANP is administered by the North American Numbering Plan Administrator (NANPA).

Originating Carrier
The carrier whose end user originates a call on the carrier's network or switching equipment.

Percentage of Interstate Usage (PIU)
The interstate jurisdictional use of a telecommunications service, as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be interstate in nature by the customer.

Percent of Local Usage (PLU)
The local jurisdictional use of a telecommunications service as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be local in nature by the customer.

Point of Interconnection (POI)
The physical location, building or equipment where two separate networks connect to each other in order to pass telecommunications traffic and signaling.

Recurring Charges
The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

DEFINITIONS (Cont'd)

Service Commencement Date
The first date on which the Company notifies the Customer that the requested service or facility is available, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date.

Service Order
The request for access services, either written, electronic, implied or executed by the Customer and the Company in the format devised by the Company.

Shared
A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Transfer Point (STP)
A specialized switch that provides SS7 network access and performs SS7 message routing and screening.

State Commission
The State agency responsible for the regulation of telecommunications service within a particular state's border

Terminating Carrier
The carrier who terminates a call to the carrier's end user a call on the carrier's network or switching equipment.

Termination Point
The point of demarcation within a customer designated premises or point of interconnection at which the Company's responsibility for the provision of service ends.

Wire Center
A building in which one or more end offices, used for the provision of Exchange Services, are located.

V and H Coordinates Method
A method of computing the distance, in airline miles, between two point by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope
The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities
All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

(A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

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

(C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award, unless the court finds the non-prevailing party's position was reasonable.

(D) This tariff shall be interpreted and governed by the laws of the State of New York without regard for its choice of laws provision.

SECTION 2 – REGULATIONS (CONT'D)

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company

(A) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

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

(C) The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.

(D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

SECTION 2 – REGULATIONS (CONT'D)

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

(E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.

(F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

(G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

(H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.

(I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 2 – REGULATIONS (CONT'D)

2.1 Undertaking of the Company (cont'd.)

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or end users of the Customer relating to the use of the Company's services or facilities.

2.1.6 Provision of Equipment and Facilities

(A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

(B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

(1) the through transmission of signals generated by Customer provided equipment or for the quality of, or defects in, such transmission; or

(2) the reception of signals by Customer-provided equipment; or

(3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Ownership of Facilities

Control of all facilities provided in accordance with this tariff remains with the agents, contractors or suppliers, regardless of whether or not the Company owns or leases the facilities.

SECTION 2 – REGULATIONS (CONT'D)

2.2 Prohibited Uses

(A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

(B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

(C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

(D) A Customer, may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

(A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.

(B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

SECTION 2 – REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements

(A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. The Customer has the option to provide the Company with a Projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of Feature Group D terminating and originating end office and tandem access minutes for each account associated with the Customer.

Should the Customer not supply a terminating PIU Factor, the Company will designate a PIU factor of 75% for Feature Group D access minutes. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors at the beginning of the next billing cycle. These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

(B) The projected interstate percentage of use will be used to determine the charges as follows: The number of access minutes for an associated account will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes – interstate access minutes = intrastate access minutes). The interstate access minutes for the associated account will be billed as set forth in Section 6 following.

SECTION 2 – REGULATIONS (CONT'D)

2.3 Obligations of the Customer (cont'd.)

2.3.3 Jurisdictional Report Requirements (cont'd.)

(C) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use.

Except as set forth in Section 2.3.2(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.2 (A) preceding.

(D) The Customer reported projected interstate percentage of use as set forth in Section 2.3.2 (A) preceding will be used for the apportionment of monthly rates or nonrecurring charges associated with FGD Switched Access Service until the end of the quarter during which the service was activated.

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

(F) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group D aggregated percentage of interstate use.

SECTION 2 – REGULATIONS (CONT'D)

2.3 Obligations of the Customer (cont'd.)

2.3.3 Jurisdictional Report Requirements (cont'd.)

(G) In the absence of both a customer provided PIU, and the necessary jurisdictional information in the call detail to determine jurisdiction, the default PIU will be zero.

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

(A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

(A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

(B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

SECTION 2 – REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

(A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

(1) three month's charges for a service or facility which has a minimum payment period of one month; or

(2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

(B) A deposit may be required in addition to an advance payment.

(C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

Deposits held will accrue interest at a rate specified by the New York Public Service Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

SECTION 2 – REGULATIONS (CONT'D)

2.6 Payment Arrangements

2.6.1 Payment for Service

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

(A) Taxes
The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services. If a customer is tax exempt it is the Customer's responsibility to designate its tax exempt status.

(B) Surcharges, Fees and Assessments
The Customer is responsible for payment of any surcharge, assessment or fee, including but not limited to universal service fees, 911 charges, right of way fees or other types of infrastructure fees, and regulatory assessments, where allowed by applicable law.

2.6.2 Billing and Collection of Charges

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

(A) Non-recurring charges are due and payable within 30 days after the date of the invoice.

(B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

(C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

SECTION 2 – REGULATIONS (CONT'D)

2.6 Payment Arrangements (cont'd.)

2.6.2 Billing and Collection of Charges (cont'd.)

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

(E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

(a) a rate of 1.5 percent per month; or
(b) the highest interest rate which may be applied under state law for commercial transactions.

(F) The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

(G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

(H) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 – REGULATIONS (CONT'D)

2.6 Payment Arrangements (cont'd.)

2.6.3 Billing Disputes

(A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

(B) Late Payment Charge

(1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 3.6.2(E), preceding.

(2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

(C) Adjustments or Refunds to the Customer

(1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

(2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

SECTION 2 – REGULATIONS (CONT'D)

2.6 Payment Arrangements (cont'd.)

2.6.3 Billing Disputes (cont'd)

(C) Adjustments or Refunds to the Customer (cont'd)

(3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.

(4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

(5) The Company reserves the right to invoice for services not originally billed to the customer. The Company will include any unbilled charges for a period of 24 months from the date of discovery of the unbilled services.

(D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered during the Company's normal course of business) to request an in-depth review of the disputed amount.

SECTION 2 – REGULATIONS (CONT'D)

2.6 Payment Arrangements (cont'd.)

2.6.3 Discontinuance of Service for Cause (cont'd.)

(A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 10 days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

(B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

(C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

(D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

(E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

(F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

(G) Upon the Company's discontinuance of service to the Customer under Section 3.6.4(A) or 3.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

SECTION 2 – REGULATIONS (CONT'D)

2.6 Payment Arrangements (cont'd.)

2.6.3 Discontinuance of Service for Cause (cont'd.)

(H) Suspension or termination shall not be made until:

a. At least 10 days after written notification has been serviced personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;

b. At least 10 days after customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access Service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

2.6.4 Notice to Company for Cancellation of Service
Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service. Notice should be sent to the following address:

Telengy, LLC
Attention: Customer Care
11 Broadway, Suite 1015
New York, NY, 10004

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

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.5 (A) following. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

SECTION 2 – REGULATIONS (CONT'D)

2.6 Payment Arrangements (cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1.2 following, Access Order Modifications.

2.6.7 Customer Overpayment

Customer overpayments will be credited to the Customer's account or refunded upon Customer request.

2.7 Allowances for Interruptions in Service

Except as set forth in 2.1.4(B) preceding and 2.7.2 following, interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

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

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

SECTION 2 – REGULATIONS (CONT'D)

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.1 Credit for Interruptions (cont'd.)

(B) (cont'd.)

A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

SECTION 2 – REGULATIONS (CONT'D)

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.1 Credit for Interruptions (cont'd.)

(B) (cont'd.)

Interruptions Over 24 Hours and Less Than 72 Hours.
Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours.
Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

2.7.2 Limitations on Allowances

No credit allowance will be made for:

(A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

(B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

(C) interruptions due to the failure or malfunction of non-Company equipment;

(D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or

(G) interruption of service due to circumstances or causes beyond the control of Company.

SECTION 2 – REGULATIONS (CONT'D)

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.8 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.8.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end Office.

SECTION 2 – REGULATIONS (CONT'D)

2.8 Application of Rates (cont'd)

2.8.1.1 Rate Periods except Holidays

New York Metro LATA (132) - Applies to intraLATA intrastate traffic

Rate Period	From	Times Applicable To But Not Including	Days Applicable
Day	8:00 A.M.	9:00 P.M.	Monday – Friday
Evening	9:00 P.M.	11:00 P.M.	Monday – Friday
Night	11:00 P.M.	8:00 A.M.	Monday – Friday
	11:00 P.M.	8:00 A.M.	Weekend (Friday – Monday)

2.8.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.8.2. The Local Transport Facility mileage rates are shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, the fraction will always be rounded up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

2.9 Individual Case Basis (ICB)

Arrangements will be developed on a case-by-case basis in answer 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 service in this tariff. ICB rates will be offered to the Customer in writing. Contracts will be used in the circumstance of Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially comparable circumstances. Contracts are obtainable to any similarly situated Customer that places an order within 90 days of their effective date. In the event of a conflict between the Customer and the Company, the contract will take precedence over this tariff in regards to resolution of the conflict. Contracts are subject to applicable law of a competent jurisdiction.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls. Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1+NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800", “866”, “888”, or “877”, for example. Toll Free Data Base Access Service is offered in conjunction with Feature Group D Access.

3.1.1 Access Service Order

An Access Service Order is used by the Company to provide a Customer Access Service. A Customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service. Where no service order is placed to initiate service, a party shall be deemed a Customer for receipt of service in all circumstance in which such party knew or should have known that service was being provided. Failure to object to the provisioning of service after receipt of a bill identifying such service shall establish conclusively that such service was ordered. When placing an order for Access Service, the Customer shall provide to the Company the order information required in Section 5.2 in addition to the following:

- Customer name and premises address (es).
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation,
- interactive design, installation and billing.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1.2 Ordering Requirements

When ordering Switched Access service, the Customer must specify whether the service is to be provided as:

(1) Direct Trunked Transport to the end office,

2) Direct Trunked Transport to a tandem which connects with Common Transport from the tandem to the end office or

(3) Common Transport to the end office; customer specification of facilities will not impede the flow of traffic via Common Transport and related charges.

When all or a portion of service is ordered as Direct Trunked Transport, the Customer must specify the type and quantity of Direct Trunked Transport Facility (i.e., High Capacity DS1). The Customer must also specify the type of Entrance Facility to be used for Switched Access (e.g., High Capacity). For High Capacity Entrance Facilities, the Customer must specify the facility assignment and the channel assignment for each trunk. (A) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths.

The Customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired or the access tandem switch when routing is desired via an access tandem switch and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an access tandem, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem to assist the Company in its own efforts to project further facility requirements. In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option. When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

When a Customer orders collocation in an end office and/or access tandem with Company provided Switched Access Service(s), the Customer must specify the collocated fiber optic facilities involved. The Customer must also specify the particular end office or access tandem location involved, which must be the end office in which the Switched Access Service(s) originate or terminate, or an Access Tandem in which such service(s) are switched.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

For 8YY Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 8YY Data Base Service, the Customer shall so specify on the order for service.

3.1.1.1 Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

-Standard Interval
-Negotiated Interval
-Advance Order Interval

(A) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

Trunk Groups	Standard Interval
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

(B) Negotiated Interval
The Company will negotiate a service date interval with the Customer when:

(1) There is no Standard Interval for the service, or;
(2) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.1 Access Order Service Date Intervals (cont'd)

(B) Negotiated Interval (cont'd)

(3) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval. The addition and/or deletion of a Toll Free Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

	Maximum Interval
Initial establishment of service where Customer is:	
- Not yet provided with any Trunk Group service in the LATA	6 months
- Provided Trunk Group service in the LATA	90 Days

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SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.1 Access Order Service Date Intervals (cont'd.)

(C) Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions. Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

(1) Advance Payment
A nonrefundable Advance Payment will be calculated as follows:

Advance Payment (Nonrefundable)	The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.1 Access Order Service Date Intervals (cont'd.)

(C) Advance Order Interval (cont'd.)

(1) Advance Payment (cont'd.)

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

(2) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded. Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.2 Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

(A) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 5.1.1.

(B) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1.3 following will apply.

Partial cancellation charges do not apply to Advance Order Interval Access Orders.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.2 Access Order Modifications (cont'd.)

(C) Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 5. If a change of service date is required, the Service Date Change Charge will also apply.

(D) DSO Order Expedite Charge

The Company will impose an expedite charge on any order for circuits requested by the customer to be installed earlier than the standard interval for DS0 orders. A charge of twenty-five dollars per DS0 expedited, regardless of service address, will be assessed to the customer.

(E) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply. If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.3 Cancellation of an Access Order

(A) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (B) following will apply, or

- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

(B) When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

(1) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.

(2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.4 Minimum Period

(A) The minimum period for which Access Service is provided and for which charges are applicable, is one month.

(B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service.

All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

(1) A move to a different building.

(2) A change in type of service.

(3) A change in Switched Access Service Interface Group.

(4) A change in Switched Access Service traffic type.

(5) A change in STP Access link.

(6) A change in STP Port.

(7) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.

(8) A change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel capability.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.5 Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction hereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

3.1.1.6 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

(1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

(2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceeding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.6 Nonrecurring Charges (cont'd)

(2) Service Rearrangements (cont'd)

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

3.1.1.7 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased. If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in Section 5 following, for each overflow in excess of ordered capacity.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Rate Categories

FGD includes but is not limited to originating and terminating traffic into separate trunk groups. Originating traffic type is further categorized as follows:

Domestic - access capacity for carrying only domestic traffic other than 500, 700, 800, 900, Operator, Operator Transfer Service, Inward Assistance, and Alternate Card Access traffic.

500 - access capacity for carrying only 500 traffic
700 - access capacity for carrying only 700 traffic
800 - access capacity for carrying only 800 traffic
900 - access capacity for carrying only 900 traffic
1DDD - access capacity for carrying only International Direct Distance Dialing traffic.

Operator Transfer Service - access capacity for carrying only Operator Transfer Service traffic.

Alternate Card Access Service - access capacity for carrying only alternate card access service traffic.

Inward Assistance Service - access capacity for carrying only alternate card access service traffic.

Non presubscribed - access capacity where use of an access code (other than 1+) is required.

When ordering such types of access capacity, the customer must specify the appropriate traffic type(s)

(A) Manner of Provision

Switched Access is furnished in quantities of trunks or in busy hour minutes of capacity (BHMCs). FGD Access is furnished on a BHMC and on a per trunk basis as set forth in 5.2 preceding.

BHMCs are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic among BHMC types is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the Customer.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services

There are five rate categories which apply to Switched Access Service:

- Switched Transport
- End Office Switching
- Tandem Switching and Transport
- Chargeable Optional Features
- Database

(A) Switched Transport

The Switched Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch (es) and/or between the Company's tandem switch (es) and other carriers' end office switches. Switched Transport is a two-way voice frequency transmission path composed of facilities for which the Company is responsible for the management and cost of these facilities. Switched Transport is comprised of a Transport Termination (per minute) and Transport Facility (per minute per mile) charge. When End Office switching is utilized, the Switched Transport charge is billed as a separate rate element using a standard 10 mile facility charge. When Tandem switching is utilized, the Switch Transport charges are combined with Tandem Switching. A standard 10 mile facility charge is used for Switched Transport when the Company's Tandem and the end user's End Office are located in the same incumbent local exchange carrier territory. A 20 mile facility charge is applied when the Company's tandem and the end user's End Office are located in different incumbent local exchange carrier territories. When more than one Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth in 3.6.6 preceding.

(1) Entrance Facility

The Entrance Facility rate element provides for the use of a communications path between a Customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any. Entrance Facility is available as High Capacity service. One charge applies for each Entrance Facility that is terminated at a premises designated by the customer. This charge will apply even if the customer-designated premises and the serving wire center are collocated in a Company building.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

(A) Switched Transport (cont'd)

(2) Direct Trunked Transport

Direct Trunked Transport is available in High Capacity DS1, DS3, OC-X or Gig- E circuits. Direct Trunked Transport rates consist of a Direct Trunked Facility rates which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem, and serving wire center). When the Direct Trunked Facility mileage is zero, the Direct Trunked Termination per mile rate will not apply.

(3) Optional Features

Where transmission facilities permit, the individual transmission paths between the Customers' designated premises and the first point of switching may, at the option of the Customer, be provided with the following optional features as set forth and described in 6.5 following.

- Supervisory Signaling
- Customer Specified Entry Switch Receive Level
- Customer Specification of Local Transport Termination
- Signaling System 7 (SS7) Signaling

(4) Termination and Transport

Termination and transport service is comprised of the connections and facilities between the Company's end office or tandem switches and a Customer's point of presence.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

(B) End Office

The End Office rate category provides the local end office switching functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office and the Customer. The End Office rate includes the Local Switching, Carrier Common Line and Common Port rate elements. In addition, certain end office optional features are provided at charges set forth in Section 6. Directory Assistance Service and the applicable rates for it are set forth in Section 9 following.

(1) Local Switching

The Local Switching rate element provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements and (2) intercept functions, i.e., the termination of certain calls at a Company intercept operator or recording. It is divided into two distinct categories: LS1 and LS2. The first category, LS1, provides local switching for Feature Groups A. The second category, LS2, provides local switching for Feature Group D, 800 Access Service, 900 Access Service.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with LS2. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGC.

(2) Common Trunk Port

The Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

(A) End Office (cont'd)

(3) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

(1) Limitations

(a) A telephone number is not provided with Carrier Common Line.

(b) Detail billing is not provided for Carrier Common Line.

(c) Directory listings are not included in the rates and charges for Carrier Common Line.

(d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.

(e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

(2) Undertaking of the Telephone Company

Where the Customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in Section 5 following.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

(B) End Office (cont'd)

Carrier Common Line (cont'd)

(3) Obligations of the Customer

(a) The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

(b) All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

(4) Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 5.1.3(F) following, is not subject to a Carrier Common Line charge.

(5) Rate Regulations

(a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.

(b) When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.3.3 preceding.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

(C) Tandem Switching

The Tandem rate category provides the tandem switching functions necessary to complete the transmission of Switched Access communications to and from end offices that subtend the Company's tandem and the Customer. The Tandem rate includes the Tandem Switching, Transport (an average of ten miles), Termination and Multiplexing rate elements.

(1) Tandem-Switched Transport Services

Tandem-Switched Transport provides Switched Transport that is switched through a tandem switch, between the customer's serving wire center and the end offices subtending the tandem. Tandem Switched Transport is also available between an access tandem and end offices subtending that tandem. Tandem- Switched Transport consists of circuits dedicated to the use of a single customer from the serving wire center to the tandem and circuits used in common by multiple customers from the tandem to the end office. Beginning July 1, 1998, the dedicated transport provided between the serving wire center and the tandem must be ordered as Direct Transport, as described in (b) preceding. Tandem-Switched Transport is composed of the following usage sensitive rate elements:

(a) The Tandem-Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.

(b) The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis. For simplicity, the Company will periodically assess the average number of miles that apply and adjust rates accordingly.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

Tandem Switching (cont'd)

(1) Tandem-Switched Transport Services (cont'd)

(c) The Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem. Tandem-Switched Transport requires dedicated tandem trunk ports and end office common trunk ports as described in Section 5 following. In addition, common multiplexing, includes the multiplexing associated with the Tandem-Switched Transport. The rate application for Tandem-Switched Transport rates is set forth in Section 5. Tandem-Switched Transport is provided at the rates and charges set forth in Section 5.

(d) Cross Connects

This service connects two facilities from the same customer or facilities from two different customers in the Company's central office(s). Cross connect service is provided at a DS1, DS3, OCX, or GigE level.

3.1.4 Other Rate Categories

(A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed toll free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed toll free number. Any dial around compensation relating to pay telephones will be billed in accordance to procedures and rates proscribed by the Federal Communications Commission. The Company reserves the right to bill end users of its toll free service for any dial around compensation costs the Company may incur.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.4 Other Rate Categories (cont'd)

(A) Toll Free Data Base Access Service (cont'd)

(1) Customer Identification Charge

The Toll Fee Data Base Access Service Customer Identification applies for the identification of the appropriate Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in New York State.

(2) Toll Free Number Reservation

The Toll Free Number Reservation service applies to the request of the Customer to have the Company attempt to reserve a specific toll free number for the Customer. Company will not guarantee that a specific toll free number in any of the toll free prefixes (800, 877, 888, or future prefixes as designated by NANPA) will be available at the time a Customer requests the specific number.

(B) Local Exchange Service (Reciprocal Compensation)

(1) Definition

As used in this section, "local exchange call" means a telephonic communication (a) that is originated by a company that is authorized by the appropriate regulatory agency to provide local exchange telephone service, (b) that originates and terminates within a single "exchange area" or "local calling area" as defined in the approved tariffs of the originating company, and (c) that is dialed to an NPA-NXX code directly assigned to the Company in the State of New York.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.4 Other Rate Categories (cont'd)

(B) Local Exchange Service (Reciprocal Compensation) (cont'd)

(2) Description

Local Exchange Service is a service offering providing trunk side access to the Company's end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange calls that originate in the State of New York and terminate to the Company's end users in the State of New York. Local Exchange Service must be provided to a Point of Interface (POI) which will be established jointly by the Company and the customer at a location within the State of New York and in the same LATA as the Company end office at which the local exchange call will terminate. Local Exchange Service provides a transmission path between the POI and the Company's end user. Complying with NYPSC Orders and in the absence of negotiated arrangements between the Company and a common carrier, the Company's reciprocal compensation arrangements to common carriers will be no higher than those of the incumbent carrier providing service in the region.

(3) Obligations of the Local Exchange Provider

(a) The Company may request an annual audit of the authorized local exchange provider billings for Local Exchange Services (calls originating from the Company's end-user to the authorized local exchange provider's end user). The audit requirement is needed to ensure accurate billing between local exchange calls and non-local exchange calls.

(b) The authorized local exchange provider will be requested to provide a forecast of total usage by each trunk group or facility ordered from the Company for each POI used in a Local Exchange Service arrangement.

(4) Rating of Local Exchange Service

For billing purposes, Local Exchange Service calls originating from an authorized local exchange provider and terminating on the Company's network (for completion to a Company end user) will be rated at the Company's end office.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.4 Other Rate Categories (cont'd)

(B) Local Exchange Service (Reciprocal Compensation) (cont'd)

(5) Rate Regulations
Local Exchange Service will consist of the following rate categories.

(a) Terminating Usage
The Terminating Usage rate will be applied on a per minute-of-use basis, as set forth in Section 5 following, for the completion of calls from a authorized local exchange provider end-user to a Company end-user. Any calls completed to the Company that were originated from the incumbent local exchange carrier in a given LATA and delivered by the incumbent directly to the Company will be billed at the reciprocal compensation, regardless of the point of origination of the call within the LATA.

(b) Direct Trunked Transport
Direct Trunked Transport provides the communication path between an authorized local exchange provider's POI and the Company's end office for the sole use of the authorized local exchange provider. The Direct Trunked Transport rates are billed on a monthly recurring and a per mile basis as specified in Section 5 of this tariff. A Customer may use a single Direct Trunk in conjunction with Local Exchange Service and other Switched Access Services. The Company shall require the Customer to file a Percentage of Local Usage (PLU) report which should, upon ordering Direct Trunked Transport from the Company, be revised on a quarterly basis.

(c) Service Orders
The Service Order charges as specified in Section 5of this tariff will apply on a per order basis.

(d) Other Standard Charges
Standard charges set forth in Section 5 do not apply to Local Service, except for the specific rate elements identified in (b) and (c) above.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services

3.2.1 Presubscription

(A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a pre-designated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5, applies.

(B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.

- Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
- Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

New end users subscribing to the Company's Local Exchange Service that do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Local Exchange Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5, applies. This charge is billed to the end user that is the subscriber to the Local Exchange Service and applies only for selection of an IC which provides only intrastate service.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont'd.)

3.2.2 Number Portability

(A) General

Number Portability is a service arrangement provided by the Company to subscribers of the Company's Local Exchange Access Service. Number Portability allows an End User who switches from the Company's local exchange service to that of another certified local exchange carrier to retain the use of their existing Company assigned telephone number, provided the customer remains at the same location.

Number Portability utilizes a telephone number and electronic switching facilities to automatically forward all incoming calls to the Company assigned telephone number to the terminating telephone number assigned by another certified local exchange carrier.

Number Portability provides a single call path for the forwarding of no more than one simultaneous call to the forwarding call number.

Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at an additional charge.

All other access, local and toll rates and charges for all services ordered by the Customer, as set forth in other sections of this tariff and the Company's local exchange and federal access tariffs, continue to apply.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont'd.)

3.2.2 Number Portability (cont'd.)

(B) Rate Regulations

Number Portability will consist of the following rate categories.

(1) Service Orders

Service Order charges as specified in Section 5 of this tariff may apply on a per order basis.

3.2.3 Telecommunications Service Priority

(A) General

(1) The Telecommunications Service Priority (TSP) Program is 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.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Service (cont'd)

3.2.3 Telecommunications Service Priority (cont'd)

(A) General (cont'd)

(2) The TSP program has two components, restoration and provisioning.

a) 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.

b) 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.

(B) TSP Request Process

(1) 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

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Service (cont'd)

3.2.3 Telecommunications Service Priority (cont'd)

(B) TSP Request Process (cont'd)

(1) Restoration (cont'd)

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.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Service (cont'd)

3.2.3 Telecommunications Service Priority (cont'd)

(B) TSP Request Process (cont'd)

(2) Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. 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 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 aunified/specified military command, chief of a military service, commander of a major military command, or state governor.

(C) 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.

(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.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Service (cont'd)

3.2.3 Telecommunications Service Priority (cont'd)

(C) Responsibilities of the End-User (cont'd)

(5) Pay the Company any authorized costs associated with priority services.

(6) Report to the Company any failed or unusable services with priority levels.

(7) Designate a 24-hour point of contact for each TSP request and apprise the OPT.

(8) Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

(D) 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.

(5) Designate a 24-hour point of contact to coordinate TSP processes with he 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.

SECTION 3 - SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Service (cont'd)

3.2.3 Telecommunications Service Priority (cont'd)

(D) Responsibilities of the Company (cont'd)

(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.

(E) 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. Non-TSP services may be preempted based on the Company's best judgment when preemption is deemed necessary. 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.

SECTION 4 -BILLING AND COLLECTION SERVICES

4.1 General

The Company will provide the following services:

- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

4.2 Automatic Number Identification (ANI)

4.2.1 Rate Regulations

When Automatic Number Identification (ANI) is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in Section 5, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in Section 5 will apply for each ANI record delivered to the Customer.

4.3 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on a manual basis. On a manual basis, the information will be provided by mail. Information may be provided by either voice telecommunications or through electronic mail if agreed to by both the Company and the requesting customer.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base.

SECTION 4 -BILLING AND COLLECTION SERVICES (CONT'D)

4.3 Billing Name and Address Service (cont'd.)

4.3.1 Undertaking of the Company

(A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.

(B) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company' records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.

(C) The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

4.3.2 Obligations of the Customer

(A) With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.

(B) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.

(C) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market date, records, files and data bases or other systems it assembles through the use of BNA Service.

(D) When the Customer orders BNA Service for both interstate and intrastate messages the Jurisdictional Reporting Requirements listed in Section 3 will be applicable. The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

SECTION 4 -BILLING AND COLLECTION SERVICES (CONT'D)

4.3 Billing Name and Address Service (cont'd.)

4.3.3 Rate Regulations

(A) Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.

(B) A charge applies for each request for BNA information for a telephone number provided on a manual basis.

The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.

(C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in Section 5 following apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.

The percentages provided in the reports as set forth in 4.4.2(D) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (e.g., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

(D) When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

4.4 Billing Platform Configuration - Minutes of Use (MOU) (N)

(A) Billing Platform Charge—For 2 Way arrangements, a billing platform charge flat monthly rate also applies. The CLEC/ILEC will pay the appropriate monthly rate based on the quarterly percentage of use for 2 Way arrangements.

(B) An NRC applies to recover the cost of installing and maintaining the platform necessary for the delivery of two way trunks with usage measurements in the network. This NRC is incurred for each addition of two-way trunk group(s).

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SECTION 5 – RATES

5.1 Access Service

5.1.1 Service Orders

		Nonrecurring Charge
(A)	Service Implementation	
(1)	Installation Charge - Per trunk	$ 12.00
(2)	Access Order Charge - Per Access Request	$105.00
(B)	Service Date Change - Per Access Order	$ 25.00
(C)	Design Change - Per Access Order	$ 25.00
(D)	DS0 Expedite Charge - Per DSO Order	$ 25.00

5.1.2 Tandem Switched Access Service

	Per Access Minute			
	Day	Evening	Night	
Local Transport Termination				
All Zones				
Originating	See FCC Tariff No. 1			**(N)**
Terminating	See FCC Tariff No. 1			
Local Transport Facility				
All Zones (Per MOU per Mile)				
Originating	See FCC Tariff No. 1			**(N)**
Terminating	See FCC Tariff No. 1			
Tandem Switching				
All Zones				
Originating	See FCC Tariff No. 1			**(N)**
Terminating	See FCC Tariff No. 1			
Multiplexing (DS3 to DS1)				
All Zones				
Originating	See FCC Tariff No. 1			**(N)**
Terminating	See FCC Tariff No. 1			

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Telengy, LLC
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SECTION 5 – RATES (CONT'D)

5.1 Access Service (cont'd)

5.1.3 Local Transport

(A) Entrance Facility

		Nonrecurring	Monthly
(1)	DS1		
	- Per Point of Termination		$190.00 [R]
	Installation Charge	$275.00 [R]	
(2)	DS3		
	- Per Point of Termination		$2,300.00
	Installation Charge	$1.00 [R]	

(B) Direct Trunked Transport

Facility Mileage	Monthly Rate	Per Mile
DS1	$70.00	$21.00
DS3	$700.00	$120.00

(C) Network Blocking Charge1 — Per Call Blocked $0.0079

(D) Chargeable Optional Features

		Nonrecurring
(1)	SS7 Signaling Option Conversion	
	- Per First Trunk Converted	$175.00
	- Per Additional Trunk Converted	$ 40.00
(2)	Change in Point Code	
	- First	$169.77
	- Per additional change	$ 34.34

1Applies to FG D only

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SECTION 5 – RATES (CONT'D)

5.1 Access Service (cont'd)

5.1.3 Local Transport (cont'd)

(E) Non-chargeable Optional Features

(1) Supervisory Signaling

DX Supervisory Signaling arrangement
- Per Transmission Path

SF Supervisory Signaling arrangement
- Per Transmission Path

E&M Type I Supervisory Signaling arrangement
- Per Transmission Path

E&M Type II Supervisory Signaling arrangement
- Per Transmission Path

E&M Type III Supervisory Signaling arrangement
(available with FGD)
- Per Transmission Path

(2) Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company
- Per Transmission Path

(3) Customer specification of Local
Transport Termination
Four-wire termination in lieu of two-wire termination
- Per Transmission Path

(4) Signaling System 7
- Per signaling connection arranged

(5) 64 kbps Clear Channel Capability
- Per Transmission Path

SECTION 5 – RATES (CONT'D)

5.1 Access Service (cont'd)

5.1.4 End Office Switched Access Service

	Per Access Minute			
	Day	Evening	Night	
Local Switching				
All Zones				
Originating	See FCC Tariff No. 1			**(N)**
Terminating	See FCC Tariff No. 1			
Common End Office Port				
All Zones				
Originating	See FCC Tariff No. 1			**(N)**
Terminating	See FCC Tariff No. 1			
Carrier Common Line All Zones (LATA 132)				
Originating	See FCC Tariff No. 1			**(N)**
Terminating	See FCC Tariff No. 1			
Albany, Binghamton, Buffalo, Poughkeepsie & Syracuse LATAs				
Originating	See FCC Tariff No. 1			**(N)**
Terminating	See FCC Tariff No. 1			

Common Switching Chargeable Optional Features

	Rate
Automatic Number Identification/ SS7 Charge Number	
- Per Attempt	$0.00053

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SECTION 5 – RATES (CONT'D)

5.1 Access Service (cont'd)

5.1.4 End Office (cont'd.)

Local Switching (cont'd.)

Common Switching Non-Chargeable Optional Features
Up to seven Digit Outpulsing of Access
Digits to Customer
-Per Transmission Path Group

Service Class Routing
(available with FGD)
-Per Transmission Path Group

Alternate Traffic Routing
(available with FGD)
-Per Transmission Path Group

International Carrier Option
(available with FGD)
-Per End Office and Access Tandem

SS7 Signaling Option
-Calling Party Number
(available with FGD)

-Carrier Selection Parameter
(available with FGD)

SECTION 5 – RATES (CONT'D)

5.1 Access Service (cont'd)

5.1.4 End Office (cont'd.)

Local Switching (cont'd.)

Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating,
Terminating or Two-Way Operation
(available with FGD)

Operator Trunk, Full Feature Arrangement
(available with FGD)

Operator Trunk, Assist Feature
(available with FGD)

Non-Chargeable SS7 Signaling Option

Calling Party Number
(available with FGD)

Charge Number
(available with FGD)

Carrier Selection Parameter
(available with FGD)

Access Transport Parameter
(available with FGD)

SECTION 5 – RATES (CONT'D)

5.1 Access Service (cont'd)

5.1.4 End Office (cont'd.)

Local Switching (cont'd.)

	Monthly Recurring Charge
Multiplexing DS3 to DS1	$300.00
Dedicated Switch Port	
Per DS0 Trunk	$ 14.00
Cross Connect	$15.00
Per DS1 connected	

5.1.5 800 Data Base Access Service

	Rate	
(A) Customer Identification		
-Per Query	$0.0042	
Effective July 1, 2022	$0.0022 **(R)**	**(C)**
Effective July 1, 2023	$0.0002 **(R)**	**(C)**
(B) Toll Free Number Reservation	$0.80	
-Per Number Reserved		

5.1.6 Local Exchange Service (Reciprocal Compensation) Rate

(A) Per Terminating MOU	$0.001068

5.2 Miscellaneous Services

5.2.1 Presubscription

	Non-Recurring Charge
Presubscription,	
-Per Telephone Exchange Service	
Line or Trunk, automatic	$1.25
Manual	$5.00

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SECTION 5 – RATES (CONT'D)

5.2 Miscellaneous Services (cont'd)

5.2.3 Telecommunications Service Priority

	Non-Recurring Charge	Monthly
TSP Provisioning Priority, per circuit	$117.00	NA
TSP Restoration Priority, per circuit	$117.00	$30.00

Other applicable rates to above TSP charges:

1) In addition to the TSP charges, the Company will pass through any and all off-net (local loop or long-haul) charges. This includes service charges, expedite fees and special off-net TSP charges.

2) The TSP charges are in addition to any and all standard the Company transport or services charges.

3) If a customer is ordering both Provisioning and Restoration Priority, both TSP charges apply.

5.3 Billing and Collection Services	Recurring Charge
5.3.1 Automatic Number Identification	
- Per Attempt	$0.0121
5.3.2 Billing Name and Address	
- Service Establishment Charge	$1,595.55*
- Query Charge	
Per Telephone Number	$0.02

* The service establishment charge applies for each separate mailing address that the information being provided by the Company is being sent to. This charge will also apply for each electronic mailing address.

5.4 LNP Query Service	Per Query
	$0.002

5.5 Pay Phone Dial Around Recovery	Per Call
	$0.65

Non-withstanding the maximum rate levels shown if this tariff, total combined charges for intrastate rates, on an average per-minute of use basis, including switching, transport and carrier common line (CCL), cannot exceed the average rate per-minute realized by the largest carrier in the LATA, without a showing that higher rates are cost-based and in the public interest, pursuant to the commission's Order in Cases 94-C-0095 and 28425 (Opinion 98-10, issued and effective June 2, 1998).

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SECTION 5 – RATES (CONT'D)

5.6 Billing Platform Configuration - Billing Platform Charge (MRC) (N)

ID Service Category	Rate Element	
Monthly - Per DS0 2 Way	$ 3.05	(N)
Monthly - Per DS1 2 Way	$ 72.80	(N)
Monthly - Per DS3 2 Way	$1,998.40	(N)

Billing Platform Configuration		
NRC – Per trunk group	$59.37	(N)

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