

Level 3 Communications, LLC
PSC NO. 9 - TELEPHONE
Interexchange Service
Effective Date: October 16, 2019

Section 2
Leaf 1
Revision: 0
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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.1 USE OF FACILITIES AND SERVICES

2.1.1 Obligation of the Company

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

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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2.1 USE OF FACILITIES AND SERVICES

2.1.1 Obligation of the Company (Cont'd)

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibilities for any service provided by any other entity that purchases access to the Company network to originate or terminate its own services, or to communicate with its own Customers.

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

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2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.2 Limitations on Liability

A. Indemnification by Customer

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

B. Customer-Provided Equipment

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

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2.1 USE OF FACILITIES AND SERVICES

2.1.2 Limitations on Liability (Cont'd)

C. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

- D. 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 herein. 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 Customer because of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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2.1.2 Limitations on Liability (Cont'd)

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

- F. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

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2.1 USE OF FACILITIES AND SERVICES

2.1.2 Limitations on Liability (Cont'd)

- G. 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 2.1.2.g as a condition precedent to such installations.
- H. 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 negligence or willful misconduct of the Company's agents or employees.

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2.1 USE OF FACILITIES AND SERVICES

2.1.2 Limitations on Liability (Cont'd)

- I. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

- J. 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.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.3 Use of Service

- A. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or New York Public Service Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. The Customer shall not represent that the Company jointly participates with the Customer in the provision of the service without the written consent of the Company.
- B. Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it. The Customer shall not represent that the Company jointly participates with the Customer in the provision of the service without the written consent of the Company.

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2.1 USE OF FACILITIES AND SERVICES (cont'd)

2.1.3 Use of Service (cont'd)

- C. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- D. The Company may require applicants for service who intend to use the Company's offerings 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 PSC regulations, policies, orders, and decisions.
- E. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- F. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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2.1 USE OF FACILITIES AND SERVICES

2.1.3 Use of Service (Cont'd)

- G. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Carrier reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.
- H. The Carrier reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- I. Title to all equipment provided by the Carrier under these regulations remains with the Carrier.

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2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.4 Use and Ownership of Equipment

- A. The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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2.1 USE OF FACILITIES AND SERVICES

2.1.4 Use and Ownership of Equipment (Cont'd)

- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

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2.1 USE OF FACILITIES AND SERVICES

2.1.4 Use and Ownership of Equipment (Cont'd)

- G. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
- H. Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:
1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 2. of a type other than that which the Company would normally utilize in the furnishing of its services;
 3. over a route other than that which the Company would normally utilize in the furnishing of its services;

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2.1 USE OF FACILITIES AND SERVICES

2.1.4 Use and Ownership of Equipment

H. (Cont'd)

4. in a quantity greater than that which the Company would normally construct;
 5. on an expedited basis;
 6. on a temporary basis until permanent facilities are available;
 7. involving abnormal costs; or
 8. in advance of its normal construction.
- I. Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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2.2 MINIMUM SERVICE PERIOD

- A. The minimum period of service is one month, twenty-four (24) hours per day, except as otherwise provided in this Tariff. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days. The Customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premise, or to a different premise entirely and no installation is required of the Company, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

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2.2 MINIMUM SERVICE PERIOD (Cont'd)

- B. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- C. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements is assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.
- D. 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. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

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2.2 MINIMUM SERVICE PERIOD (cont'd)

- E. At the expiration of the initial contract term specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- F. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- G. This tariff shall be interpreted and governed by the laws of the State of New York without regard for its choice of laws provision.

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2.3 FLEXIBLE PRICING

2.3.1 General

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

2.3.2 Conditions

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

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2.3 FLEXIBLE PRICING (Cont'd)

2.3.3 Charges Based on Duration of Use

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

- A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

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2.3 FLEXIBLE PRICING (Cont'd)

2.3.4 Charges Based Upon Distance

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

- A. Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Associates, Inc. Tariff FCC No. 4 associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- B. The airline distance between any two Rate Centers is determined as follows:
- Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
 - Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - Square each difference obtained in step (2) above.
 - Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 Responsibility for All Charges

- A. Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and toll calls originating from the Customer's premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.
- B. The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
- C. Non-recurring charges are due and payable within 25 days after the date an invoice is mailed to the Customer by the Company.

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2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 Responsibility for All Charges (Cont'd)

- D. 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 25 days after the invoice is mailed.
- E. 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.
- F. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 Responsibility for All Charges (Cont'd)

- G. To safeguard its interest, 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 equal to the non-recurring charge(s) and one month's charges for the service or facility. 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 from business Customers in addition to a deposit.

2.4.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.8 and 2.9 of this Tariff, any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated charges for services provided in this tariff for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this tariff, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.

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2.4 PAYMENT FOR SERVICE RENDERED

2.4.2 Deposits (Cont'd)

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

A. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the Customer while the Company holds the deposit.

B. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

C. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company and return any remaining amount of the deposit to the Customer by check.

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2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the Customer, such refund will be with interest at the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two months after the bill is rendered.

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2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.4 Return Check Charge

When a check which has been presented to the Company by a Customer in payment for charges is returned by a financial institution which refuses to honor it for insufficient funds or a non-existent account, the Customer shall be responsible for the payment of a Returned Check Charge of \$10.00 for business customers.

2.4.5 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received in funds that are immediately available by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

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2.4 PAYMENT FOR SERVICE RENDERED

2.4.5 Late Payment Charges (Cont'd)

- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).
- E. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.

2.4.6 Customer Overpayments

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

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

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2.5 ACCESS TO CUSTOMER’S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.6 TELEPHONE SURCHARGES

2.6.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the Customer's monthly bill statement as outlined in 2.6.2 and 2.6.3 below. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed on Statement 1 which is at the end of this section.

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2.6 TELEPHONE SURCHARGES (Cont'd)

2.6.2 Surcharge for State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown on Statement 1 which is at the end of this section. Any changes to these rates will be filed on 15 days' notice to Customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.

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2.6 TELEPHONE SURCHARGES (Cont'd)

2.6.3 Village or Municipal Surcharge on Local Utility Gross Revenue Taxes

In certain cities and villages, a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies is listed on Statement 1 which is at the end of this section.

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

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

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2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.1 Suspension or Termination for Nonpayment

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

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

Telephone service shall not be suspended or terminated for non-payment of a bill rendered or a required deposit on weekends or New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas, or other Federal or State holidays proclaimed by the President or the Governor or days on which the Company is not open for business.

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2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- A. Nonpayment for service for which a bill has not been rendered;
- B. Nonpayment for service which have not been rendered, except the initial advance payment of new customers;
- C. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 633 of 16 NYCRR.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

- D. Nonpayment of back billed amounts as outlined in 2.9.10.
- E. Nonpayment of charges other than local telephone service, deposits or advance payments.

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2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.3 Verification of Nonpayment

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

- A. The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

2.7.4 Termination for Cause Other Than Nonpayment

A. General

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

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2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.4 Termination for Cause Other Than Nonpayment

A. General (Cont'd)

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification. See Section 2.9.5 regarding Deferred Payment Agreements.

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2.7.4 Termination for Cause Other Than Nonpayment (Cont'd)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service
Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

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

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2.7.4 Termination for Cause Other Than Nonpayment (Cont'd)

C. Abandonment or Unauthorized Use of Facilities

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

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2.7.4 Termination for Cause Other Than Nonpayment (Cont'd)

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

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

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2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.5 Discontinuance of Service

- A. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- B. 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.
- C. 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.

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2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.6 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.7.7 Cancellation of Application for Service

- A. In general, applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

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2.7.7 Cancellation of Application for Service (Cont'd)

- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in (a) through (c) will be calculated and applied on a case-by-case basis.

2.7.8 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 fee shall be adjusted accordingly.

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2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.9 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.10.1 below), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.4.1: all costs, fees and expenses reasonably incurred in connection with:

- A. all non-recurring charges reasonably expended by Company to establish service to Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C. all recurring charges specified in the applicable Tariff for the balance of the then current term.

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2.8 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.8.1 Application of Rates

- A. Business rates as described in Section 6 and shown in the Rate Schedule apply to service furnished:
1. In office buildings, stores, factories and all other places of a business nature;
 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 3. At any location when the listing or public advertising indicates a business or a profession;
 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 5. At any location where the Customer resells or shares exchange service;
- B. The use of business facilities and service is restricted to the Customer, Customer's agents and representatives of the Customer, and joint users.

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2.8 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.8.2 Dishonored Checks

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

2.9 RESERVED FOR FUTURE USE

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2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the customer or of an authorized or joint user, or to the operation or malfunction of the facilities, power, or equipment provided by the customer or authorized or joint user, will be credited to the customer for the part of the service that the interruption affects.

2.10.1 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished 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.

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2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.10.1 Credit for Interruptions (Cont'd)

- 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.
- C. 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	<u>Interruption Period to be Credited</u>
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

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2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.10.1 Credit for Interruptions
C. (Cont'd)

Two or more interruptions of 30 minutes or more during any one twenty-four-hour period shall be considered as one interruption. In no event shall such interruption credits exceed one day in any 24-hour period.

Interruptions Over 24 Hours. Interruptions over 24 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.

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2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.10.2 Limitations on Credit Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the Customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power;
- C. 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;
- D. 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;
- E. interruptions of service due to circumstances or causes beyond the control of the Company.

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2.11 AUTOMATIC NUMBER IDENTIFICATION

2.11.1 Regulations

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

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.

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2.11 AUTOMATIC NUMBER IDENTIFICATION

2.11.1 Regulations (Cont'd)

- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24-month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

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2.11 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.11.2 Terms and Conditions

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

2.12 OBLIGATIONS OF THE CUSTOMER

2.12.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to the tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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2.12 OBLIGATIONS OF THE CUSTOMER

2.12.1 General (Cont'd)

The Customer shall be responsible for:

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.12.1(c). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2.12 OBLIGATIONS OF THE CUSTOMER

2.12.1 General (Cont'd)

The Customer shall be responsible for:

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.12.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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2.12 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.12.2 Claims

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

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

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2.13 CUSTOMER EQUIPMENT AND CHANNELS

2.13.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in the tariff.

2.13.2 Station Equipment

Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2.13 CUSTOMER EQUIPMENT AND CHANNELS (Cont'd)

2.13.3 Interconnection of Facilities

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

Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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2.13 CUSTOMER EQUIPMENT AND CHANNELS

2.13.3 Interconnection of Facilities (Cont'd)

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's facilities. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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2.13 CUSTOMER EQUIPMENT AND CHANNELS (Cont'd)

2.13.4 Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.13.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2.14 TRANSFERS AND ASSIGNMENTS

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

2.15 NOTICES AND COMMUNICATIONS

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

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

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2.15 NOTICES AND COMMUNICATIONS (Cont'd)

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

The Company of the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.16 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

2.16.1 General

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

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2.16 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

2.16.1 General

A. (Cont'd)

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price which is the price of the services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of the school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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2.16 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

2.16.2 Regulations

A. Obligations of eligible schools and libraries

1. Request for service

- (a) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- (b) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- (c) Services requested will used for educational purposes.
- (d) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

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2.16 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

2.16.2 Regulations (Cont'd)

B. Obligations of the Company

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

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2.16 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

2.16.3 Discounted Rates for Schools and Libraries

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

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2.16 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

2.16.3 Discounted Rates for Schools and Libraries (Cont'd)

SCHOOLS AND LIBRARIES DISCOUNT MATRIX

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

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2.17 HEALTH CARE PROVIDERS SUPPORT PROGRAM

A. General

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

B. Regulations

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

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2.17 HEALTH CARE PROVIDERS SUPPORT PROGRAM

B. Regulations (Cont'd)

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

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2.17 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

C. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 6, to eligible health care providers to the extent that facilities and services are available and offered as specified in 1., preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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2.17 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

D. Rates and Charges

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

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

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2.18 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY

A. General

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

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

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

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2.18 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY

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.

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2.18 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

B. TSP Request Process

1. TSP Request Process – 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.
 - (1) National Security Leadership
 - (2) National Security Posture and U.S. Population Attack Warning
 - (3) Public Health, Safety, and Maintenance of Law and Order
 - (4) Public Welfare and Maintenance of National Economic Posture

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2.18 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY

B. TSP Request Process – Restoration

1. TSP Request Process – 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.

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2.18 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY

B. TSP Request Process – Restoration (Cont'd)

2. TSP Request Process – 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:

- (a) Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- (b) Verify that the Company cannot meet the service due date without a TSP assignment.
- (c) Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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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.
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.

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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 the OPT.
6. Confirm completion of TSP service order activity to the OPT.
7. Participate in reconciliation of TSP information at the request of the OPT
8. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
9. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.

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D. Responsibilities of the Company (Cont'd)

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

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2.19 TAX SURCHARGES

Gross Revenue, Gross Income, and Gross Earnings Surcharges

In addition to all recurring, non-recurring, minimum usage, or special charges, the subscriber shall pay each of the following surcharges designed to recover New York utility taxes imposed on Carrier:

State Gross Revenue Tax Surcharge

Imposed on all charges for recurring, non-recurring, minimum, usage, or special charges for intrastate service as follows:

<u>Period</u>	<u>Surcharge</u>
1997	3.63%

New York City Tax Surcharge

Equal to 2.23%, imposed on all charges for services consumed within the City of New York.

MTA Tax Surcharge

Imposed on all charges for all services consumed within the Metropolitan Commuter Transportation District, as follows:

<u>Period</u>	<u>Surcharge</u>
1997	.60%

The surcharges noted above shall be added to all charges for services (except for late payment charges and returned check charges), and together with all such charges, shall be subject to all sales, use, and excise taxes payable by subscriber.

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2.20 CRITICAL FACILITIES ADMINISTRATION

2.20.1 Program Overview

No credit allowance will be made for:

- A. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.
- B. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

2.20.2 Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

- A. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- B. Subscribe to the Critical Facilities Administration service offered by their carrier and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

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2.20 CRITICAL FACILITIES ADMINISTRATION (Cont'd)

2.20.3 Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- A. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- B. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- C. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
- D. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
- E. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- F. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven-day basis.

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2.20 CRITICAL FACILITIES ADMINISTRATION (Cont'd)

2.20.4 Rates

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service.

	Minimum	Maximum
Per Hour	-	\$300.00