

Intellifiber Networks, LLC
NY P.S.C. No. 1 - Telephone
Effective: October 29, 2017

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TELECOMMUNICATIONS SERVICES TARIFF

This Tariff NY P.S.C No. 1 – Telephone, issued by Intellifiber Networks, LLC replaces in its entirety NY P.S.C. No. 1 – Telephone issued by Intellifiber Networks, Inc.

INTELLIFIBER NETWORKS, LLC

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SERVICES WITHIN
THE STATE OF NEW YORK**

Applicable in New York State

Issued in compliance with the Order of the New York Public Service
Commission in Case No. 98-C-1879, Issued and Effective January 5, 1999.

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EXPLANATION OF NOTES

- (C) - Indicates Changed Regulation
- (D) - Indicates Discontinued Rate or Regulation
- (I) - Indicates Rate Increase
- (M) - Indicates Move in Location of Text
- (N) - Indicates New Rate or Regulation
- (R) - Indicates Rate Reduction
- (T) - Indicates Change of Text Only

CONTACTING THE PUBLIC SERVICE COMMISSION

Contacting the Public Service Commission:

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):

1-800-342-3377 for Continental United States or,
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax

2. Online:

<http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350

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SECTION 1 - EXPLANATION OF TERMS

AGENCY - For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING ("AR")- Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

ANALOG - A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

APARTMENTS - A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

ASCII - American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

ASYNCHRONOUS - Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

AUTHORIZED USER - A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User

ATTENDANT - An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION ("ALI") - The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION ("ANI") - A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

BIT - The smallest unit of information in the binary system of notation.

BUILDING - A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

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SECTION 1 - EXPLANATION OF TERMS, (Cont'd.)

CALL INITIATION - The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION - The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE - An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE - A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL - A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL CONVERSION - The termination of 1.544. Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

CHANNEL SERVICE UNIT ("CSU") - The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COLLEGE - An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

COMMUNICATIONS SYSTEMS - Channels and other facilities which are capable of two-way communications between subscriber -provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

COMPANY - Intellifiber Networks, LLC, unless otherwise clearly indicated from the context.

COMMISSION - The New York State Public Service Commission.

CUSTOMER - The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

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CUSTOMER PREMISES EQUIPMENT (CPE) - Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING ("DR") - When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DEMARCATIION POINT -The physical dividing point between the Company's network and the Customer.

DIAL PULSE ("DP") - The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID") - A service attribute that routes incoming calls directly to stations, bypassing a central answer point.

DIRECT OUTWARD DIAL ("DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DUAL TONE MULTI-FREQUENCY ("DTMF") - The pulse type employed by tone dial station sets. (Touch tone)

EMERGENCY SERVICE NUMBER ("ESN") - A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

E911 SERVICE AREA - The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER - A governmental agency that is the Customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR - A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

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SECTION 1 - EXPLANATION OF TERMS, (Cont'd.)

EXCHANGE -An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE - A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE - The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT - A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE - The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

GROUND START - Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

HANDICAPPED PERSON - A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

LEGALLY BLIND - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

VISUALLY HANDICAPPED - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

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VISUALLY HANDICAPPED, (Cont'd.)

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

HOSPITAL - An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

HOTEL - An establishment offering lodging with or without meals to the general public on a day-to-day basis.

INCOMING SERVICE GROUP - Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

INTERFACE - That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTEROFFICE MILEAGE - The segment of a line which extends between the central offices serving the originating and terminating points.

INTERRUPTION - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

JOINT USER - A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Tariff.

KILOBIT - One thousand bits.

LATA - Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

LINK - The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

LEASED CHANNEL - A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

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SECTION 1 - EXPLANATION OF TERMS, (Cont'd.)

LOCAL CALL - A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA - The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE - Telephone exchange service within a local calling area.

LOOP START - Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS - Segments of a line which extend from the serving central office to the originating and to the terminating point.

MEGABIT - One million bits.

MESSAGE RATE SERVICE - A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MOVE - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

MULTI-FREQUENCY ("MF") - An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

MULTILINE HUNT - A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

NETWORK CONTROL SIGNALING - The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT - The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

NODE - The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

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PBX - A private branch exchange.

PORT -A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

PREMISES -The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

PRIVATE BRANCH EXCHANGE SERVICE - Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PUBLIC ACCESS LINE SERVICE -Service providing facilities for a Customer owned coin operated telephone ("COCOT").

PUBLIC SAFETY ANSWERING POINT ("PSAP") - An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

RATE CENTER -A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD -The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

RESALE OF SERVICE -The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without `adding value') for profit.

SAME PREMISES -All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SELECTIVE ROUTING ("SR") - A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

SERVING CENTRAL OFFICE -The central office from which local service is furnished.

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SECTION 1 - EXPLANATION OF TERMS, (Cont'd.)

SHARING -An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

STATION -Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

SUSPENSION -Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

SYNCHRONOUS -Transmission in which there is a constant time interval between bits, characters or events.

T-1 SYSTEM - A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T- 1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

TELEPHONE CALL - A voice connection between two or more telephone stations through the public switched exchange system.

TELEPHONE GRADE LINES - Lines furnished for voice transmission or for certain signaling purposes.

TERMINATION OF SERVICE -Discontinuance of both incoming and outgoing service.

TIE LINE - A dedicated line connecting two switchboards or dial systems.

TOLL CALL -Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TONE DIAL SIGNALING ("TD") - An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

TWO WAY -A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER - A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

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SECTION 2 - APPLICATION OF TARIFF

2.1 Application of Tariff

This Tariff sets forth the regulations and rates applicable to services provided by Intellifiber Networks, LLC as follows:

The furnishing of facilities-based and resold intrastate telecommunications services to business Customers by virtue of one-way and/or two-way information transmission between points within the State of New York.

2.1.1 Service Territory

A. Interexchange Telecommunications Service

The Company will provide telecommunications services throughout the State of New York.

2.1.2 Availability

Service is available where facilities permit.

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SECTION 3 - GENERAL RULES AND REGULATIONS

3.1 Use of Facilities and Service

3.1.1 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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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.1 Use of Facilities and Service, (Cont'd.)

3.1.2 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 using in connection with, facilities of the Company, equipment and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

B. Customer-Provided Equipment

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

C. Use of Facilities of Other Companies

When the facilities 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.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.1 Use of Facilities and Service, (Cont'd.)

3.1.3 Use of Service

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

3.1.4 Use and Ownership of Equipment

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

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.1 Use of Facilities and Service, (Cont'd.)

3.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

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

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

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.1 Use of Facilities and Service, (Cont'd.)

3.1.5 Directory Errors, (Cont'd.)

- E. Definitions: As used in Paragraphs A, B, C, and D above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- F. Notice: Such allowances or credits as specified in Paragraphs A, B, and C above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.2 Minimum Period of Service

The minimum period of service is one month except as otherwise provided in this Tariff. 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 premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

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.

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 are 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.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.3 Flexible Pricing

3.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for 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.

3.3.2 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 rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. 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.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.4 Payment for Service Rendered

3.4.1 Responsibility for All Charges

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.

3.4.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 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 local service and intraLATA toll charges 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.

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.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.4 Payment for Service Rendered, (Cont'd.)

3.4.2 Deposits, (Cont'd.)

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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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.4 Payment for Service Rendered, (Cont'd.)

3.4.3 Payment of Charges*

Bills are due when rendered and are payable at any business office of the Telephone Company, or at any other address designated by the Telephone Company. If objection in writing is not received by the Telephone Company within thirty days after the bill is rendered, such bill shall be deemed to be correct and binding upon the subscriber

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Certain material now found on this Leaf was previously located on Leaf 23*

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.4 Payment for Service Rendered, (Cont'd.)

3.4.3 Payment of Charges*

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(M)

3.4.4 Return Check Charge

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

3.4.5 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 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.
- 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).

*Certain material now found on this Leaf is now located on Leaf 22

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.4 Payment for Service Rendered, (Cont'd.)

3.4.6 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.

3.5 Installation Service

The Company provides a Half-Day Installation Plan, which offers Customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a Customer premise visit. In the case of any inconsistency with the regulations in Part 609 of 16 N.Y.C.R.R. for installation service, the rules of the Commission shall prevail.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.6 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.

3.7 Telephone Surcharges

3.7.1 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 3.7.2 and 3.7.3 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.

3.7.2 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 2 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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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.7 Telephone Surcharges, (Cont'd.)

3.7.3 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 3 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.

3.7.4 State Universal Service Fee Surcharge (SUSF)

On August 17, 2012, the New York State Public Service Commission allowed the Telephone Company's contribution to the New York State Universal Service Fund (NYUSF) to be recovered from the end-user, as Ordered in Case 09-M-0527. The applicable SUSF will be assessed by the Telephone Company through a monthly surcharge applied to the customer's bills for local services. The surcharge will not be applied to taxes or other surcharges. Annual fund amount assessments are determined by the Fund Administrator. If the Company has collected its annually assessed amount prior to the end of the calendar year, it will suspend collection of these surcharges for the remainder of that year, subject to any subsequent adjustment necessitated by PSC Order.

State Universal Service Fee Surcharge – 0.1515414%

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.8 Suspension or Termination of Service

3.8.1 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 only be suspended between 8:00 AM and 7:30 PM, on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday. It 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, or during the periods from December 23rd through December 26th or December 30th through January 1st.

3.8.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.8 Suspension or Termination of Service, (Cont'd.)

3.8.2 Exceptions to Suspension and Termination, (Cont'd.)

- D. 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 609 of 16 N.Y.C.R.R.

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.

- E. Nonpayment of backbilled amounts as outlined in 2.11.12.

3.8.3 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.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.8 Suspension or Termination of Service, (Cont'd.)

3.8.4 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:

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 2.11.7 regarding Deferred Payment Agreements.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.8 Suspension or Termination of Service, (Cont'd.)

3.8.4 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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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.8 Suspension or Termination of Service, (Cont'd.)

3.8.4 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.

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.

3.8.5 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.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.9 Additional Provisions Applicable to Business Customers

3.9.1 Application of Rates

- A. Business rates as described in Section 5 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; colleges, hospitals and other institutions; 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, Customers, agents and representatives of the Customer, and joint users.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.9 Additional Provisions Applicable to Business Customers, (Cont'd.)

3.9.2 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

3.9.3 Deposits

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

3.9.4 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.

3.10 Allowances for Interruptions in service

3.10.1 Interruptions in service, which are not due to the negligence of, or non-compliance 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 below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.10 Allowances for Interruptions in Service, (Cont'd.)

3.10.2 Credit for Interruptions

- A. 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.
- C. A credit allowance will be given, upon request of the Customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - 1. if interruption continues for less than 24 hours:
 - a. 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.10 Allowances for Interruptions in Service, (Cont'd.)

3.10.2 Credit for Interruptions, (Cont'd)

C., (Cont'd)

2. if interruption continues for more than 24 hours:
 - a. if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
 - b. for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.10 Allowances for Interruptions in Service, (Cont'd.)

3.10.2 Credit for Interruptions, (Cont'd.)

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

E. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.10 Allowances for Interruptions in Service, (Cont'd.)

3.10.3 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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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.11 Automatic Number Identification

3.11.1 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.
- 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.
- 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. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.11 Automatic Number Identification, (Cont'd.)

3.11.1 Regulations, (Cont'd.)

- F. 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.

3.11.2 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.

3.12 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority

3.12.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States. TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.12 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

3.12.1 General, (Cont'd.)

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

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

3.12.2 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
- 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.

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3.12 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

3.12.2 TSP Request Process – Restoration, (Cont'd.)

- C. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).

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.

- D. Submit the SF 315 to the OPT.

- E. 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.

3.12.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 3.12.2.A -- 3.12.2.E 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 3.12.2.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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3.12 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

3.12.4 Responsibilities of the End-User

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

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

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3.12 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

3.12.5 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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3.12 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

3.12.6 Preemption

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

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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.13 Critical Facilities Administration

3.13.1 Program Overview

- 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.

3.13.2 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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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

3.13 Critical Facilities Administration, (Cont'd.)

3.13.3 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 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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3.13 Critical Facilities Administration, (Cont'd.)

3.13.4 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.

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SECTION 4 - DESCRIPTION OF SERVICES

4.1 Start of Billing

For billing purposes, the state of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 3 of this Tariff.

4.2 Calculation of Distance

4.2.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between Rate Centers associated with the originating and terminating points of the Call.

4.2.2 Where applicable, the airline mileage between Rate Centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the Rate Centers involved. The Company uses the Rate Centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

4.3 Minimum Call Completion Rate

The Customer can expect a Call completion rate of at least ninety-five percent (95%) of all Calls attempted, within three (3) seconds of the attempt, during peak use periods for all feature Group D (1+) services. The Company will engineer its switching systems to ensure that at least ninety percent (90%) of the Customers accessing their system will be served during the Busy Hour.

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SECTION 4 – DESCRIPTION OF SERVICES, (Cont'd.)

4.4 Service Offerings

The Company offers non-voice telecommunications services offering dark fiber optic leased lines to Customers throughout New York. Service is offered on a full-time basis, twenty four hours a day, seven days a week. None of the service offerings are time-of-day sensitive. Service shall not be offered to residences or residential Customers.

The following services are available from the Company where technically and economically feasible:

4.4.1 Service Availability

- A. The Company offers services to all business and commercial entities who desire to purchase service from the Company consistent with the provisions of this tariff. Customers interested in the Company's service shall file a service application with the Company that fully identifies the services requested.
- B. Service is offered subject to the Company's ability to technically provide the service requested and subject to the availability of the necessary facilities and/or equipment.

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SECTION 4 – DESCRIPTION OF SERVICES, (Cont'd.)

4.4 Service Offerings, (Cont'd.)

4.4.2 Lit Fiber Services

A. DS-3 Service

This service consists of a DS-3 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. DS-3 Service is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. DS-3 Service is provided with an electrical interface. The equipment located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the Company's services. Where full capacity DS-3 Service is not available, the Company may offer Fractional DS-3 Service on an Individual Case Basis (ICB).

B. OC-3 Service

This service consists of an OC-3 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-3 Service is a channel for the transmission of 155.52 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-3 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-3 Service is provided with an optical interface.

C. OC-12 Service

This service consists of an OC-12 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-12 Service is a channel for the transmission of 622.08 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-12 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-12 Service is provided with an optical interface.

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SECTION 4 – DESCRIPTION OF SERVICES, (Cont'd.)

4.4 Service Offerings, (Cont'd.)

4.4.2 Lit Fiber Services, (Cont'd.)

D. OC-48 Service

This service consists of an OC-48 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-48 Service is a channel for the transmission of 2.488 Gbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-48 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-48 Service is provided with an optical interface.

E. OC-192 Service

This service consists of an OC-192 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-192 Service is a channel for the transmission of 9.953 Gbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-192 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-192 Service is provided with an optical interface.

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SECTION 4 – DESCRIPTION OF SERVICES, (Cont'd.)

4.4 Service Offerings, (Cont'd.)

4.4.3 Miscellaneous Services

A. Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

B. Order Change

An Order Change is a change in the Customer's service requested subsequent to installation.

C. Return Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such a cashier's check, certified check or money order.

D. Nonrecurring Charge

A one-time, nonrecurring charge is assessed upon installation.

E. Restoration of Service

Service suspended by the Company and later restored will be subject to a reconnection fee of \$100.00 for business Customers. Service disconnected by the Company and later re-installed, will be subject to all applicable installation charges, and the Customer will pay such charges prior to reinstallation of service.

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SECTION 5 – RATES AND CHARGES

5.1 Services

5.1.1 Rate Categories

Nonrecurring and monthly recurring rates apply for each Lit Fiber Service furnished by the Company. Unless otherwise noted, two standard rate elements are used in calculating the monthly recurring rate for each service. The charges associated with each rate element is a maximum rate.

- A. Fixed Charge: This rate element applies on per circuit basis.
- B. Per Mile Charge: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles between the two LEC end offices serving the geographic areas in which the end-points of the channel are located. Mileage is determined according to the V&H coordinate method set forth in the NATIONAL CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

5.1.2 Basic and Mixed Vendor Services

DS-3, OC-3, OC-12, OC-48 and OC-192 services may be provided as either Basic or Mixed Vendor Services, depending upon the availability of facilities. Basic Service rates apply when both end-points of the channel are served by the Company's network. Mixed Vendor Service rates apply when one endpoint of the transmission channel is served by one or more third party.

DS-3, OC-3, OC-12, OC-48 and OC-192 channels where both endpoints are served by a local exchange carrier's network will be provided at the sole discretion of the Company, and on an Individual Case Basis (ICB).

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SECTION 5 – RATES AND CHARGES, (Cont'd.)

5.1 Services, (Cont'd.)

5.1.3 Intra/InterLATA Private Line Service

A.	<u>DS-3 Service</u>	<u>Monthly Fixed Charge</u>		<u>Per Mile</u>	
1.	IntraLATA	<u>MIN</u> : ICB	<u>MAX</u> : ICB	<u>MIN</u> : ICB	<u>MAX</u> : ICB
2.	IntraLATA	<u>MIN</u> : ICB	<u>MAX</u> : ICB	<u>MIN</u> : ICB	<u>MAX</u> : ICB
B.	<u>OC-3 Service</u>	<u>Monthly Fixed Charge</u>		<u>Per Mile</u>	
1.	IntraLATA	ICB		ICB	ICB
2.	IntraLATA	ICB		ICB	ICB
C.	<u>OC-12 Service</u>	<u>Monthly Fixed Charge</u>		<u>Per Mile</u>	
1.	IntraLATA	ICB		ICB	ICB
2.	IntraLATA	ICB		ICB	ICB
D.	<u>OC-48 Service</u>	<u>Monthly Fixed Charge</u>		<u>Per Mile</u>	
1.	IntraLATA	ICB		ICB	ICB
2.	IntraLATA	ICB		ICB	ICB
E.	<u>OC-192 Service</u>	<u>Monthly Fixed Charge</u>		<u>Per Mile</u>	
1.	IntraLATA	ICB		ICB	ICB
2.	IntraLATA	ICB		ICB	ICB

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SECTION 5 – RATES AND CHARGES, (Cont'd.)

5.1 Services, (Cont'd.)

5.1.4 Lit Fiber Service

A.	<u>DS-3 Service</u>	<u>Monthly Fixed Charge</u>		<u>Per Mile</u>	
		<u>MIN</u> : ICB	<u>MAX</u> : ICB	<u>MIN</u> : ICB	<u>MAX</u> : ICB
1.	IntraLATA				
2.	IntraLATA				
B.	<u>OC-3 Service</u>	<u>Monthly Fixed Charge</u>		<u>Per Mile</u>	
1.	IntraLATA	ICB		ICB	ICB
2.	IntraLATA	ICB		ICB	ICB
C.	<u>OC-12 Service</u>	<u>Monthly Fixed Charge</u>		<u>Per Mile</u>	
1.	IntraLATA	ICB		ICB	ICB
2.	IntraLATA	ICB		ICB	ICB
D.	<u>OC-48 Service</u>	<u>Monthly Fixed Charge</u>		<u>Per Mile</u>	
1.	IntraLATA	ICB		ICB	ICB
2.	IntraLATA	ICB		ICB	ICB
E.	<u>OC-192 Service</u>	<u>Monthly Fixed Charge</u>		<u>Per Mile</u>	
1.	IntraLATA	ICB		ICB	ICB
2.	IntraLATA	ICB		ICB	ICB

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SECTION 5 – RATES AND CHARGES, (Cont'd.)

5.1 Services, (Cont'd.)

5.1.5 Volume & Term Discounts

The base monthly recurring charges as set forth in this section five (5) may be discounted based on the volume and term of the Service Order.

5.2 Special Construction

5.2.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- A. nonrecurring type charges;
- B. recurring type charges;
- C. termination liabilities; or
- D. combinations thereof.

5.3 Site Visit and Repair

If Company must make visits to furnish maintenance or repair on equipment that ultimately is not the responsibility of Company, a charge may apply.

5.4 Service and Promotional Trials

5.4.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer.

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5.5 Special Construction

5.5.1 Regulations

- A. One day notification of the Trial will be made to all eligible Customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible Customers, except those Customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A Customer can request that the designated service be removed at any time during the trial and not be billed at recurring charge for the period that the feature was in place. At the end of the trial, Customers that do not contact the Company to indicate they wish to retain the service will be Disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible Customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A Customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, Customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per Customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.