

Telco Experts, LLC
New York PSC No. 3
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TELCO EXPERTS, LLC

ACCESS SERVICES TARIFF

Regulations and Schedule of Intrastate Access Rates

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of intrastate switched access services offered by Telco Experts, LLC to Customers located within the State of New York. This Tariff is on file with the New York State Public Service Commission at:

New York State Public Service Commission
Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
Phone: 1-800-342-3377

Telco Experts' Customer service: 1-800-795-6200 or www.TelcoExperts.com.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

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EXPLANATION OF SYMBOLS

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

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

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SECTION 1. APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive Intrastate switched access and special access services within New York in the designated Verizon and Frontier service areas by Telco Experts, LLC (hereinafter the Company).

BY UTILIZING THE EXCHANGE ACCESS SERVICES SET FORTH IN THIS TARIFF, CARRIERS ARE DEEMED TO HAVE CONSTRUCTIVELY ORDERED SERVICE AS CUSTOMERS, AND AGREE TO THE SERVICE RATES, CHARGES, TERMS, AND CONDITIONS AS SET FORTH HEREIN.

This Tariff applies only to the extent that facilities are available, and services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company

A. Scope

- (1) The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (2) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (3) The Company will provide services subject to the availability of facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.
- (4) When and where facilities are so available, the Company will provide services 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of at least one month, 24-hours per day, unless otherwise deemed Incidental Service. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- (5) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

B. Limitations

- (1) The Customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - (a) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

(1) (Continued)

- (b) court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (2) The use and restoration of services shall be in accordance with Part 64, Subpart D or the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

- (3) Subject to compliance with the limitations in this Section 2.I.B, the services offered herein will be provided to Customers on a first-come, first-served basis. First-come, first-served shall be based upon the received time and date stamped by the Company on Customer orders which contain the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

C. Liability

- (1) With respect to any claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of this Section 2.I.C, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for a Service interruption.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

C. Liability (Continued)

- (2) The Company shall not be liable for any act or omission of any other carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or Customer providing a portion of a service.
- (3) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from its use of services offered under this tariff, involving:
 - (a) Claims for libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from any communications;
 - (b) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the Customer; or
 - (c) All other claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this tariff.
- (4) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims, loss, demands, suits, or other actions, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence condition, location, use or removal by any person relating to the Customer's use of services so provided.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

C. Liability (Continued)

- (5) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.
- (6) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.IV.D following.
- (7) Provision of Services

The services offered under the provisions of this tariff are subject to the availability of facilities. The Company, to the extent that such services are or can be made available with reasonable effort, will provide to the Customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

D. Installation and Termination of Services

The Intrastate Access Service provided under this tariff (1) includes the Company's communication facilities up to the point of interconnection as defined in Section 5 following which denotes the demarcation point or network interface and (2) will be provided by the Company to such point of interconnection. Any additional terminations at the Customer's premises beyond such point of interconnection are the sole responsibility of the Customer.

E. Service Maintenance

The services provided under this tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

F. Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (1) substitute, change or rearrange any facilities used in providing service under this tariff, (2) change minimum protection criteria, (3) change operating or maintenance characteristics of facilities or (4) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the ranges set forth in Sections 4 and 5 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

G. Changes and Substitutions (Continued)

If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

H. Refusal and Discontinuance of Service

- (1) If the Customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by the Customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice to the non-complying Customer.

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I. Undertaking of the Company (Continued)

H. Refusal and Discontinuance of Service (Continued)

- (2) If the Customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by the Customer to receive such notices of noncompliance, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice, and the Customer's noncompliance continues nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice to the noncomplying Customer.

I. Notification of Service-Affecting Activities

The Company will provide the Customer timely notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual Customer service specific; they affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2. GENERAL REGULATIONS

- I. Undertaking of the Company (Continued)
- J. Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the Restoration Priority requirements of Part 64 of the F.C.C.'s Rules.

- K. Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers or the serving central office prefixes associated with such numbers when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the Customer six (6) months' notice, by Certified U.S. Mail, of the effective date and an explanation of the reason (s) for such change(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six (6) months' notice in order to provide service to the Customer.

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SECTION 2. GENERAL REGULATIONS

II. Use

A. Interference or Impairment

- (1) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company or its affiliates; cause damage to their plant; impair the privacy of any communications carried over their facilities, or, create hazards to the employees of any of them or the public.
- (2) Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with Section 2.II.A.1 preceding, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions, as set forth in 2.IV.D following, is not applicable.

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SECTION 2. GENERAL REGULATIONS

II. Use (Continued)

B. Unlawful Use

The Service provided under this Tariff shall not be used for an unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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

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

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 access Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Tariff will apply. The Customer is responsible for the payment of all charges for unlawfully utilized facilities and Services furnished by the Company to the Customer.

III. Obligations of the Customer

A. Damages

The Customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the Customer. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

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III. Obligations of the Customer (Continued)

B. Ownership or Control of Facilities and Theft

Facilities owned or leased by the Company and utilized by it to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer in as good a condition as reasonable wear will permit.

C. Availability for Testing

The facilities provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

D. Balance

All signals for transmission over the services provided under this tariff shall be delivered by the Customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

E. Design of Customer Services

Subject to the provisions of 2.I.G preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

F. Claims and Demands for Damages

- (1) With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect, and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, or any circuit, apparatus, system or method provided by the Customer.
- (2) The Customer shall defend, indemnify, and save harmless the Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff.
- (3) The Customer shall defend, indemnify, and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorneys, fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

G. Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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III. Obligations of the Customer (Continued)

H. Jurisdictional Report Requirements

- (1) In this section the term “trunk group” shall be assumed to also represent a single line or trunk.
- (2) Reporting by the Customer of the expected jurisdictional use of services is required because the Company cannot determine the actual jurisdiction of the Customer’s usage from every type of call detail reporting. The information reported by the Customer will be used by the Company in an effort to determine the appropriate charges as set forth in Section 5. The Customer must always report this information for those services or portions of services for which actual jurisdiction use cannot be determined by the Company.
- (3) Pursuant to Federal Communications Commission order FCC 85-145 released April 16, 1985, Interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an Intrastate communication and every call for which the point of entry is in a state other than where the called station (as designated by the called station number) is situated is Interstate in nature.
- (4) When a Customer orders a new Switched Access Service, the Customer shall, in its order, state the proportion of the service which is to be provided for Interstate use. This proportion is the Percent for Interstate Use or PIU. The Customer can either specify one general PIU for the service usage or the Customer can specify an 8XX terminating PIU and a residual. PIU. All PIUs shall be stated as whole numbers percentages. If the Customer chooses to report one general Percent for Interstate Use, then the general PIU will be the Customer’s best estimate of the percentage of the total use of the trunk group that will be Interstate in nature.

If the Customer chooses to provide a separate 8XX originating PIU, that PIU will be the Customer’s best estimate of the percentage of the total 8XX originating use of the trunk group usage that will be Interstate in nature. The residual PIU would then be the Customer’s best estimate of the percentage of the total trunk group usage that will not be 8XX originating usage and will be Interstate in nature.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

H. Jurisdictional Report Requirements (Continued)

The reported Percentage(s) for Interstate Use PIU(s) will be used in the determination of all Interstate and Intrastate charges for the trunk group, as set forth in Section 5 following, as well as for the associated charges for transport and port charges. The PIU(s) remains in effect until it is superseded by a revised PIU(s).

When the Customer determines that any currently effective PIU(s) for one or more trunk groups is no longer accurate, the Customer shall report a revised PIU(s) for each trunk group. The Customer can report the new PIU(s) to the Company in writing. The report must clearly identify each trunk group, the account number under which it is billed, and both the current and revised PIU(s). The revised PIU(s) will become effective on the first day of the next monthly billing period that begins at least 15 business days after the day on which the Customer reports the revised PIU(s) to the Company. No revisions to bills proceeding the effective date of the revised PIU(s) will be made based on this report.

If no PIU is submitted as specified herein, then the PIU will be set on a default basis of 50 percent Interstate traffic and 50 percent Intrastate traffic.

The Company will charge the Interstate terminating switched access rates to the Customers for those minutes lacking jurisdictional information that are in excess of a reasonable percentage (7%) of minutes for which this information is not transmitted. For example, if 40% of a Customer's minutes sent to the Company do not contain sufficient originating information to allow the Company to determine the originating location, the Company would apply these provisions to those minutes exceeding the 7% floor, or 33% in this example.

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

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III. Obligations of the Customer (Continued)

I. Traffic Information

- (1) Customer shall provide Signaling Data (as defined below) and shall not, directly or indirectly, including in concert with a third party, strip, alter, modify, add, delete, change, mask, manipulate, or incorrectly assign any Signaling Data. Signaling Data shall mean information sufficient to jurisdictionalize traffic. Except where technically infeasible or prohibited by law, Signaling Data may include: (a) information that accurately reflects the geographic location of the end user that originated and/or dialed the call, (b) calling party number as defined in 47 C.F.R. Section 64.1600(c) ("CPN"), (c) Automatic Number Identification as defined in 47 C.F.R. Section 64.1600(b) ("ANI"), (d) Charge Number as defined in 47 C.F.R. Section 64.1600(d), (e) Jurisdictional Indicator Parameter ("JIP") and (f) any other signaling data that affects the terminating Party's ability to jurisdictionalize traffic. If it is determined that Customer has: directly or indirectly make any such addition, deletion, change, mask, manipulation, alteration, modification, or incorrect assignment, or (b) intentionally failed to provide any Signaling Data, all of Customer's traffic, including prior traffic, will be re-rated to the intrastate switched access rate. Upon request, the Company will provide to Customer the available Signaling Data for traffic terminated to Customer.

Where SS7 connections exist, Customer will include the original and true Line Information, including the Calling Party Number (CPN), in the information transmitted to the Company for each call. If the Customer is passing Line Information but the Company is not properly receiving information, the parties will work cooperatively to correct the problem.

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III. Obligations of the Customer (Continued)

J. Exchange of Traffic and Information

- (1) All facilities interconnected to the Company by Customer shall be two-way in nature, unless agreed in writing by the Company. Customer shall accept both originating and terminating from the Company. At all times, Customer shall provide facilities within its network that are necessary for routing, transporting, measuring, and billing of traffic originated by other Customers of the Company and for delivering traffic to the Company for termination to other carriers. Customer shall transmit traffic in the standard format compatible with the Company's network as referenced in Telecordia BOC Notes on LEC Network Practice No. SR-TSV-002275, and terminate the traffic it receives in that standard format to proper address on its network. Customer shall exercise best efforts in responding to requests by the Company to install additional facilities and capacity with the Customer to accommodate traffic volumes and maintain the highest network quality standards. Customer agrees that the Company may share certain Customer information with other Customers of the Company for the purpose of providing service.

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III. Obligations of the Customer (Continued)

K Determination of InterMTA and IntraMTA Traffic

- (1) CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is IntraMTA or InterMTA. The report will also detail what percentage of the InterMTA traffic is Intrastate and what percentage is Interstate (PIU).
- (2) Reports regarding the percentages of IntraMTA or InterMTA traffic (and Intrastate or Interstate jurisdiction of InterMTA traffic) shall be based on reasonable traffic study conducted by the CMRS provider and available to the Company upon request. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider's reported percentages. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures, and other information related to the traffic originated by the CMRS provider and terminated by the Company. The Customer shall keep records of call detail, including not altering directly or indirectly with a third-party call origination or termination data from which the call jurisdiction can be ascertained. The CMRS provider will provide the Company with reasonable access to such information as it is necessary to determine amounts payable under this tariff.
- (3) If the CMRS provider fails to provide the verifiable reports required under this section, the Company will apply a default percent IntraMTA of 50% and a default PIU of 50% on all such InterMTA traffic, on all traffic originated by CMRS provider for termination by the Company.

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IV. Payment Arrangements and Credit Allowances

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

A. Payment of Rates, Charges and Deposits

- (1) The Company will, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or which does not have established credit (except for a Customer which is a successor of a company which has established credit and has no history of late payments to the Company), to make a deposit prior to or at any time after the provision of a service to the Customer. The deposit will be held by the Company as guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. Deposits held for Customers will accrue interest at the rate specified by the Commission and will be credited or paid to the Customer upon the termination of service.

At the option of the Company, such a deposit may be refunded or credited to the Customer's account when the Customer has established credit or after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer.

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IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill, in advance, charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for Access Service under this tariff), the period of service each bill covers, and the payment date is as follows:

- (a) The Company will establish a bill day each month for each Customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods, and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for, prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (b) following. If payment is not received by the payment date, as set forth in (b) following, in immediately available funds, a late payment penalty will apply as set forth in (b) following.
- (b) All bills dated, as set forth in (a) preceding, for service provided to the Customer by the Company, are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date,) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the Customer does not receive a bill at least twenty (20) days prior to the thirty (30) day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer, the due date will be extended by the number of days the bill was delayed. Such a request of the Customer must be accompanied with proof of late bill receipt.

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IV. Payment Arrangements and Credit Allowances(Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) (Continued)

(b) (Continued)

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed) payment for such bills will be due from the Customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor is one and one-half percent (1.5%) per month calculated on the undisputed portion of the principal balance at the time that the next invoice is generated.

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IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) (Continued)

- (c) In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding. If the Customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, any late payment charge for the disputed amount will not start until ten (10) days after the payment date.

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IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) (Continued)

- (d) In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer can contact the Commission at:

New York State Public Service Commission
Public Affairs Office,
3 Empire State Plaza
Albany, NY 12223-1350
Toll Free: 800-342-3377
Local: 518-474-7080
Fax: 518-474-0421
Email: web.questions@dps.ny.gov

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IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

- (3) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a thirty (30) day month.
- (4) The Company will, upon request, furnish within thirty (30) days of a request at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.
- (5) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

B. Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one (1) month, except as otherwise specified.

C. Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 5, herein.

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IV. Payment Arrangements and Credit Allowances (Continued)

D. Credit Allowance for Service Interruptions

(1) General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the Customer as set forth in 5.III.A following. An interruption period starts when an inoperative service is reported to the Company, or when the Company becomes aware of the service interruption and ends when the service is operative.

(2) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:

- (a) For Switched Access Service, no credit shall be allowed for an interruption of less than eight (8) hours. The Customer shall be credited for an interruption of eight hours during a continuous twenty-four (24) hours or more at the rate of 1/30 of any applicable monthly rates
- (b) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

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IV. Payment Arrangements and Credit Allowances (Continued)

D. Credit Allowance for Service Interruptions (Continued)

(3) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (a) Interruptions caused by the negligence or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company
- (b) Interruptions of a service due to the failure of equipment or systems or services provided by the Customer or others.
- (c) Interruptions of a service during any period in which the Company is not afforded access to the location where the service is terminated.
- (d) Interruptions of a service for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer. Thereafter, a credit allowance as set forth in Section 2.IV.D.2 preceding applies.
- (e) Periods when the Customer continues to use the service on an impaired basis.
- (f) Periods of temporary discontinuance as set forth in 2.II.A.2 preceding.
- (g) Interruption of service caused by a Customer's failure to provide notification to the Company of media-stimulated mass calling events.
- (h) Interruption of service due to the Company following a lawful order of a government agency to discontinue a service to a Customer.

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IV. Payment Arrangements and Credit Allowances (Continued)

D. Credit Allowance for Service Interruptions

(4) Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one (1) monthly billing period.

E. Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

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V. 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.

- (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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V. Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Continued)

B. TSP Request Process

1. Restoration

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

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

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

- (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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V. Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Continued)

B. TSP Request Process (Continued)

2. Provisioning

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

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions 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.

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

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

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V. Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Continued)

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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V. Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Continued)

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.
10. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
11. Disclose content of the NS/EP TSP database only as may be required by law.
12. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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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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SECTION 3. DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of the Company are defined below.

Access Code: A uniform five or seven-digit code assigned by Neustar, Inc. (administrator of the North American Numbering Plan) to an individual Customer. The five-digit code has the form 10XXX, and the seven-digit code has the form 101XXXX.

Access Service: Switched or Special Access provided to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum (OBF).

Access Tandem: A switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification: Allows the automatic transmission of a caller's billing account telephone number to a local exchange carrier, interexchange carrier or a third-party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions to use Access Services.

Bit: The smallest unit of information in the binary system of notation.

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SECTION 3. DEFINITIONS (CONT'D)

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Central Office: see End Office.

CFR: Code of Federal Regulations

Channel(s): A communications path between two or more points of termination.

CLEC: Competitive Local Exchange Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications service within a specific geographic area.

CMRS: Commercial Mobile Radio Service – provider of mobile telephone service

Collocation: An arrangement whereby the Company's switching system equipment is located in the premise of another carrier.

Commission: The New York State Public Service Commission

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network, using SS7 protocol

Company: Telco Experts, LLC, which is the issuer of this tariff.

Customer: The person, firm, corporation or other entity which uses and/or subscribes to the services offered under this tariff and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an End User, interexchange carrier, a wireless provider, other telecommunications carrier or provider originating or terminating VoIP-PSTN Access Traffic, or any other carrier authorized to operate.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation Point: The demarcation point is the physical location that separates the responsibility for installation and repair of telecommunication facilities between the Company, building/property owner/landlord/agent, and the Customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

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SECTION 3. DEFINITIONS (CONT'D)

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "End Office" for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (LERG), issued by Telcordia. The End Office switch is the Company's switching system where telephone exchange service Customer station channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

End Office Access Service: means: (1) The switching of access traffic at the carrier's End Office switch and the delivery to or from of such traffic to the called party's premises; (2) The routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used; or (3) Any functional equivalent of the incumbent local exchange carrier access service provided by a non-incumbent local exchange carrier. End Office Access Service rate elements for an incumbent local exchange carrier include the local switching rate elements specified in 47 CFR §69.106, the carrier common line rate elements specified in 47 CFR §69.154, and the intrastate rate elements for functionally equivalent access services. End Office Access Service rate elements for an incumbent local exchange carrier also include any rate elements assessed on local switching access minutes, including the information surcharge and residual rate elements. End office Access Service rate elements for a nonincumbent local exchange carrier include any functionally equivalent access service.

End User: The term "End User" denotes any customer of an intrastate telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

Entrance Facility: The dedicated Switched Access transport facility from the Customer premise to the Company serving wire center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

FCC: Federal Communications Commission

Facilities: Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc. used to provide the service offered under this tariff.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

ILEC: Incumbent Local Exchange Carrier refers to the incumbent dominant local telephone carrier in the area also served by the Company.

Incidental Service: Denotes service provided to a Customer under this tariff that is not provided through a written agreement with Customer and will be held to have been constructively ordered.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation. The Company will file the ICB contract with the California Public Utilities Commission.

Interconnected Carrier (IC) or Interconnected Telecommunications Carrier: A Carrier or Telecommunications Carrier connected to the Company.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

InterMTA Traffic: InterMTA traffic refers to wireless to wireline traffic that originates and terminates in two different MTAs.

Interstate Communications: Interstate communications includes both Interstate and foreign communications.

IntraMTA Traffic: IntraMTA traffic refers to wireless to wireline traffic that originates and terminates within the same MTA.

Intrastate Switched Access Service: Provides for the switched two-way communications path between a Customer's premises or a collocated interconnection location and an End User's premises for originating and terminating calls within the state.

Kbps: Kilobits, or thousands of bits, per second.

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SECTION 3. DEFINITIONS (CONT'D)

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services, or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff FCC No. 4.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Calling Area or Local Service Area: The Company's local calling area will mirror the local calling area described in the ILEC tariff for that geographic area.

Local Exchange Carrier (LEC): Any company or other entity, which provides telephone service inside, or within the Local Calling Area.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps: Megabits, or millions of Bits, per second.

Meet-Point Billing (MPB): The arrangement through which multiple Exchange Carriers involved in providing Access Services divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff. All information necessary for billing, ordering and design coordination will be provided based on the standards in the Multiple Exchange Carriers Access Billing Guidelines (MECAB) and Multiple Exchange Carriers Ordering and Design Guidelines (MECOD) to ensure that jointly provided Access Services are installed, tested and turned up in a timely manner.

Message: A message is a call.

Monthly Recurring Charge (MRC): The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MTA: MTA refers to Major Trading Area as defined in 47 C.F. R. paragraphs 24-102 of the FCC Rules and Regulations.

Network: Refers to the Company's facilities and equipment used to provide services under this tariff.

NPA-NXX: Numbering Plan Area (also known as "Area Code") and prefix (NXX).

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Non-Recurring Charges (NRC): The one-time initial charges for services or facilities, including but not limited to, charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Interconnection (POI): The demarcation point, or network interface on the Company's premises between the Company's facilities and the Customer's facilities.

Point of Presence (POP): Location where the Customer maintains a facility for purpose, of interconnecting to the Company's network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC (s) are referred to as the End-User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

PSTN: The public switched telephone network (PSTN) is the legacy network of the world's public circuit-switched telephone networks.

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

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SECTION 3. DEFINITIONS (CONT'D)

Service Commencement Date: For Special Access Service and Direct Connect Switched Access Service the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use. Unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. In the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

Service(s): Refers to all telecommunications services and other services related thereto offered on the Company's Network to Customers or Users

Serving Wire Center (SWC): The local Company office from which dial tone for local exchange service would normally be provided to the Customer premises.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point (STP) Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

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Special Access Service: Dedicated access between a Customers' Premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end users, as defined in this tariff.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Tandem Switched Transport (TST): The transport between the SWC and wire centers or between an access tandem/POI and wire centers that subtend the access tandem.

TDM: Time-division multiplexing (TDM) is a method of putting multiple data streams in a single signal by separating the signal into many segments, each having a very short duration.

Telephone Company: A telephone company is any telephone corporation operating within New York. This term includes resellers and wireless telephone service providers. A billing telephone company is a telephone company that also provides billing services to any third party, including its own affiliate, or that bills for non-communications-related products and services on its own behalf. Telephone companies are responsible for their agents' compliance with these rules and liable for their agents' violation of these rules.

Toll Free: A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number with a "toll free" NPA of 800, 888, etc.

Transmission Path: An electrical or optical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group: A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all the communication paths are interchangeable.

Two-Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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Usage or Usage-Based Charges: These are the charges for minutes and/or database queries generated by the Customer's calls or messages, which traverse over Company facilities.

Toll VoIP-PSTN Traffic: The term "Toll VoIP-PSTN Traffic" denotes a Customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user Customer of a service that requires IP-compatible customer premises equipment.

Wire Center: A wire center is a building in which central offices, used for the provision of Telephone Exchange services, are located.

Wireless Service Provider (WSP): Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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SECTION 4. SWITCHED ACCESS

I. General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-way communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Notwithstanding the above language, Company may provide only a portion of Switched Access Service. Company is only responsible for the portions of the service it provides. For purposes of clarity, Customer may not withhold payment from Company for the portions of the service Company provides based on any dispute Customer may have with another carrier for the services such carrier may provide.

II. Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

A. Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level and DS3 level and provides trunk-side access to the Company Access Tandem and End Office switches.

FGD provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start-pulsing and answer-supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be done via the message channel.

FGD switching is provided with SS7 out of band signaling. With SS7 out of band signaling, up to 12 digits of the called party number dialed by the Customer's end user is provided by the Company's equipment to the Customer's designated premises via SS7 links.

The Company will establish a trunk group or groups for the Customer at the end office or access tandem switch where FGD switching is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined at the option of the Company.

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II. Provision and Description of Switched Access Service Arrangements (Continued)

A. Feature Group D (FGD) Access (Continued)

The uniform access code for FGD switching is 101XXXX. No access code is required for calls to a Customer over FGD Switched Access Service where the end user's telephone exchange service is arranged for Interexchange Carrier (IXC) Subscription.

When no access code is required, the number dialed by the Customer's end user shall be a 7- or 10-digit number after dialing the prefix 0 or 1 for calls in the North American Numbering Plan (NANP).

For calls outside of the NANP, and if the end office is equipped for International Direct Distance Dialing (IDDD), a 7- to 15- digit number may be dialed after dialing the prefix 011 or 01.

8XX Data Base Query Service, which is available to all Customers, provides trunk-side equivalent access to the Company's Network in the originating direction only, for the Customer's use in originating calls dialed by an End User to toll free telephone numbers beginning with prefixes, 800, 888, 877, 866, 855, and/or subsequent toll-free area codes.

Customer's or its End User's use of any Incidental Service shall constitute Customer's agreement to all of the terms and conditions of this tariff. Services provided on an Incidental basis (Incidental Services) are billed to Customer on a monthly basis in accordance with Customer's recorded usage for each Service and the corresponding rates contained in the Rates section, below.

B. Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

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II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories

The following categories apply to Switched Access Service:

1. Carrier Common Line
2. Local Switching
3. 8XX Data Base Query
4. Switched Transport

Definitions of Switched Access Service Rate Categories

1. Carrier Common Line: The Carrier Common Line rate category provides for the use of Channels, and any associated End Office termination functions, by Customers for access to End Users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service under this Tariff to Company End Office(s) or VoIP Provider End Office equivalents.

Limitations:

- a. A telephone number is not provided with Carrier Common Line.
 - b. Detail billing is not provided for Carrier Common Line.
 - c. Directory listings are not included in the rate and charges for Carrier Common Line.
 - d. Intercept arrangements are not included in the rates and charges for Carrier Common Line.
 - e. All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.
2. Local Switching
 - a. End Office Switching: End Office Switching provides for the use of End Office switching functions, i.e., the common switching functions associated with the various Switched Access Service arrangements. The End Office Switching rate is assessed on a per-MOU basis to all originating and terminating access minutes utilizing the end office.

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C. Rate Categories (Continued)

2. Local Switching (Continued)

b. End Office Shared Port: The End Office Shared Port rate provides for the termination of common transport trunks in shared end office ports and in remote switching system ports. The End Office Shared Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to a Company end office. If tandem routing is being utilized to a remote switching system (via a host office), the End Office Shared Port rate is assessed to the access minutes originating or terminating from the remote switching system.

3. 8XX Data Base Query: When an 8XX + NXX + XXXX call is originated by an End User or delivered by a connecting carrier to the Telco Experts network unqueried, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed. A Basic Query Charge covers the identification of the toll carrier to whom the call should be delivered. A Vertical Query includes the Basic Query function plus such functions as call validation (ensuring that calls originate from subscriber service areas); POTS translation of 8XX series numbers; alternate POTS translation where End Users can vary the routing of the 8XX calls based on time of day, place, etc.; and multiple carrier routing.

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II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

4. Switched Transport: The Switched Transport Rate Category provides for access tandem and transport service between local exchange carriers (LEC) and IXC Customers. The Switched Transport Rate Category is provided for originating (from LEC to IXC) and terminating (IXC to LEC) traffic. The Switched Transport Rate Category provided under this tariff covers the use of the Company's Access Tandem and Transport Facilities. In addition, it covers the switched transport between an End Office and a Company POI. The following rate elements comprise the Switched Transport Rate Category and are applied on a per minute basis.
- a. Tandem Switching: Tandem Switching is a per-minute of use rate element assessed for utilizing tandem switching functions. The Company will provide originating and terminating tandem switching services for Company End Offices as well as for non-Company end offices which subtend the Company tandem. In addition to the tandem switching functions, the Tandem Switching rate element includes the transport from a Company POI to the Company access tandem.

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II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

4. Switched Transport (Continued)

- b. Tandem Switched Transport: Tandem Switched Transport is comprised of a Tandem Switched Transport Termination rate and a Tandem Switched Transport Facility rate. Both rate elements apply for the transmission facility between an End Office and the Company POI. This consists of circuits used in common by multiple Customers.

The Tandem Switched Transport Termination rate element covers the circuit equipment at the end of the transmission facilities. For Tandem Switched Transport Termination, the amount billed will be the product of the quantity of Access Minutes multiplied by the Tandem Switched Transport Termination rate. The Tandem Switched Transport Termination charge will be applied for each location where the Company provides termination.

The Tandem Switched Transport Facility rate element provides for the transmission facilities, including intermediate circuit equipment between an End Office and a Company POI or Access Tandem. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V&H coordinates method.

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II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

4. Switched Transport (Continued)

b. Tandem Switched Transport (Continued)

For Tandem Switched Transport Facility, the amount billed will be the multiplication product of:

Airline miles between the end office and the POI or tandem
By the Billing Percentage (BP) provided by the Company transport facility
By the Quantity of Access Minutes
By the Tandem Switched Transport Facility rate

The resulting amount is the Company's Tandem Switched Transport Facility charge. The Tandem Switched Transport Facility charge will be applied for all routes where the Company provides the Transport Facility between the POI or tandem and a subtending End Office where the call originates or terminates.

The mileage to be used to determine the Tandem Switched Transport Facility rates are calculated on the airline distance between the End Office switch where the call originates or terminates and the Company POI. The V&H coordinates method is used to determine mileage. This method is set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff FCC No. 4 for Wire Center Information.

If the Company provides a portion of the transport mileage between the POI or Access Tandem and the End Office, to a Meet Point (MP) with another Exchange Carrier, the mileage to be used in the above charge is calculated on the airline distance between the Company POI and the Meet Point with the other Exchange Carrier. The interconnection Meet Points (MP) will be determined by the Exchange Carriers involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff FCC 4. Should any changes be made to the Meet Point billing with the Company arrangements as set forth, the Company will give affected Customers 30 days' notice.

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II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

4. Switched Transport (Continued)

b. Tandem Switched Transport (Continued)

If the End Office and the Company POI or Access Tandem are in the same wire center building, then no mileage component applies, and no Tandem Switched Transport Facility charge applies. When the End Office is not located in the same wire center building as the Company POI or Access Tandem, mileage measurement is calculated using the V&H coordinates method as described above. The mileage rates are shown in Section 5.VIII.D in terms of per mile per access minute. The amount to be billed shall be the product of the number of miles multiplied by the per mile rate multiplied by the number of access minutes.

A Customer's Point of Presence may be located at the Company's Access Tandem or at the Company POI serving the End Office. When a Customer's Point of Presence is located at the Company's Access Tandem, billing is done as though the connection was made at the Company POI, if applicable, pursuant to Section 2.III.K.(1).

c. Common Transport Multiplexing Charge:

Transport multiplexing equipment is utilized in the End Office side of the Access Tandem when transport is provided between the Access Tandem and the subtending End Offices. The rate (if applicable) is assessed for DS3 to DS1 multiplexing on a per-MOU basis and is in addition to Tandem Switched Transport charges.

D. Customer Options to Connect to Company Tandem: A Customer can connect to the Company's Access Tandem by one of two methods: directly to a Company Access Tandem or to a Company's Point of Interconnection (POI).

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II. Provision and Description of Switched Access Service Arrangements (Continued)

- E. Company POI Locations and Access Tandems: Company POI CLLI Codes and Access Tandems can be found on the Company website: www.telcoexperts.com.
- F. Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, DC continuity and operational signaling.
- G. Ordering Options and Conditions: Access Service is ordered under the Access Order provisions set forth in Section 6 and provided in MECOD. Also included in that section are other charges which may be associated with ordering Switched Access Service.
- H. Competitive Pricing Arrangements: Competitive pricing arrangements for Local Transport Entrance Facilities and Local Transport-Direct Trunked transport can be furnished to meet the communication needs of specific Customers on a case by case basis under individual contract. The Company shall file the contract with the New York State Public Service Commission.
- I. Common Channel Signaling Service:
 - 1. SS7 Standard: Common Channel Signaling (CCS) is a protocol suite that allows for out-of-band signaling for voice and data message services. Signaling System Seven (SS7) is currently a widely deployed CCS protocol. The Company's CCS network is a digital data network carrying signaling information, which interfaces with the voice/data network. To ensure network reliability, Signal Transfer Points (STPs) are deployed in geographically dispersed mated pairs. STP access requires interconnection to ports of both STPs of the mated pair. The STP provides translations and routing functions for SS7 signaling messages received from the Company's network signaling points and the SS7 networks of other entities. There are two types of signaling messages, ISDN User Part (ISUP) messages are used for call set-up and tear-down. This type of signaling allows a Customer to send originating and terminating call set-up signaling information between the Customer's designated premises, the Company's STP and other entities. The second type of signaling is Transaction Capabilities Application Part (TCAP) messages. TCAP messages are used to carry information between signaling points for call related databases, such as CNAM, 8XX DB and LNP query service.

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II. Provision and Description of Switched Access Service Arrangements (Continued)

I. Common Channel Signaling Service (Continued)

2. B-Link Connectivity: The Company requires Customers to establish B-Link Connectivity upon issuance of an initial Access Service Request (ASR) Order. Bridging Links (B-Links) provides a quad set of links that connect peer pairs of STPs. These links carry signaling messages beyond their initial point of entry to a STP of another SS7 network. The Company requires that B-Link Connectivity occurs on a peer basis, with no resulting port or message usage charges between parties. The Customer must have connectivity to the Company's STP. The Company will provide all pertinent STP point code information to the Customer at the time of order. To connect to the Company STP through a port, the Customer must provide a telecommunication facility or link that provides a bi-directional transmission and operates at a DS0 level. This link is utilized exclusively for connecting to the Customer's CCS network and the Company's CCS network for the transmission of network control signaling data.

J. Miscellaneous Services

1. Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for Intrastate interLATA calls, Intrastate intraLATA calls and Interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D switched access service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional changes in selection a non-recurring charge applies as set forth in Section 5, VIII. Rates and Charges.

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III. Obligations of the Company

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provisions of Switched Access Service. These obligations are as follows:

A. Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.IV.D.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekend or holidays the Company must be notified no later than 5:00 p.m. local time on the prior business day. Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service and/or damages.

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IV. Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

- a. Report Requirements: When a Customer places an order for Switched Access Service for both Interstate and Intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.III.K, preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the Interstate charges is set forth therein.
- b. Supervisory Signaling: The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.
- c. Design of Switched Access Services: It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

V. Switched Access Rate Categories

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

- a. Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.
- b. Usage Rates: Usage rates are rates that are applied on a per access minute, per access line or per query basis. Usage rates are accumulated over a monthly period.
- c. Non-Recurring Charges: Non-Recurring charges are one-time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

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VI. Application of Rates

- (a) 8XX Database Query, Vertical Query Charge: The Vertical Query Charge applies for the translation of a specific 8XX number to a ten-digit telephone number on a per query basis.

VII. Billing of Access Minutes

- (a) When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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VIII. Rates and Charges (Continued)

A. 8XX Data Base Query Service

1) 8XX Database Query Service	Verizon Areas	Frontier Areas
2) Basic 8XX Query, per query	\$0.004200	\$0.006230
3) POTS Translation, per query	\$0.001600	\$0.000000
4) Call Handling & Destination Feature query	\$0.003500	\$0.000000

B. Primary Interexchange Carrier Change Charge:

1) Change to IntraLATA or InterLATA PIC as separate orders

i.	For each manual change	\$5.00
ii.	For electronic change	\$1.25

2) Changing the IntraLATA and InterLATA PIC at the same time:

i.	For Manual change	\$2.75
ii.	For electronic change	\$0.62

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VIII. Rates and Charges (Continued)

C. Toll Voice over Internet Protocol – Public Switched Telephone Network (“VoIP-PSTN”) Traffic

This section governs the identification and treatment of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise in a written agreement. Specifically, this section establishes the method of separating such traffic (referred in this tariff as Relevant “VoIP-PSTN Traffic”) from a Customer’s traditional intrastate access tariff, so that such Relevant VoIP-PSTN traffic can be billed in accordance with the F.C.C. Order.

Company will bill and collect Interstate Switched Access rates on traffic exchanged with Customers when such traffic originates and/or terminates in Internet Protocol format, as set forth in Section 51.913 of the Federal Communications Commission’s rules, 47 C.F.R. §51.913, regardless of whether the Company itself delivers such traffic to the called party’s premises or delivers the call to the called party’s premises via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected Voice over Internet Protocol service or a non-interconnected Voice over Internet Protocol service that does not itself seek to collect Switched Access charges for this traffic.¹

Terminating intrastate VoIP-PSTN traffic is subject to the Company’s applicable interstate switched access rate per minute, as set forth in the Company’s F.C.C. Tariff No. 2.

¹ See, In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Intercarrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform – Mobility Fund, Report and Order and Further Notice of Proposed Rulemaking, Docket Nos. WC Docket No. 10-90, et al., FCC 11-161, (Rel. November 18, 2011).

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VIII. Rates and Charges (Continued)

D. Calculation and Application of Percent VoIP-PSTN Usage

Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied by applying a Percent VoIP Usage ("PVU") factor to the intrastate access MOU exchanged between a Company End User and the Customer. The PVU will be derived and applied as follows.

1. The Customer will calculate and furnish to Company a factor (the "PVU-A") representing the percentage of the terminating intrastate access MOU that the Customer exchanges with Company in the State, that is sent to Company and that originated in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will similarly calculate a factor (the "PVU-B") representing the percentage of Company's terminating¹ intrastate access MOU in the State that Company terminates¹ on its network in IP format. This PVU-B shall be based on information such as the number of Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of terminating¹ intrastate access MOU exchanged between a Company End User and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

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VIII. Rates and Charges (Continued)

D. Calculation and Application of Percent VoIP-PSTN Usage (Continued)

4. Company will apply the PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. Company will bill 46% of the Customer's terminating intrastate access MOU at its applicable tariffed interstate switched access rates.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. Company will bill 10% of the Customer's terminating¹ intrastate access MOU at Company's applicable tariffed interstate switched access rates.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the PVU is 100%. Company will bill 100% of the Customer's terminating¹ intrastate access MOU at Company's applicable tariffed interstate switched access rates.

5. If the Customer does not furnish Company with a PVU factor, the Company will utilize a PVU-A factor of zero.

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VIII. Rates and Charges (Continued)

D. Calculation and Application of Percent VoIP-PSTN Usage (Continued)

6. PVU Factor Updates

The Customer may update the PVU-A factor quarterly. The Customer shall submit such update no later than the 15th day of January, April, July, and October for each year. Revised PVU factors must be based on the data for the prior three months ending the last day of December, March, June, and September respectively. The Company will use the revised PVU-A factor to calculate a revised PVU. The revised PVU will be used for future billing and will be effective on the bill date of each month and will be used for subsequent monthly billing and superseded by a new PVU factor. No prorating or back billing will be done based on the updated PVU factors.

7. PVU Factor Verification

Not more than twice in any year, Company may ask the Customer to verify the PVUA factor furnished to the Company and a Customer may ask Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors.

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SECTION 5. ORDERING OPTIONS

I. General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

A. Ordering Conditions

The Company may require an ASR for services offered under this tariff. However, in the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

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

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within two business days after the date on which all information needed to process the ASR has been received by the Company.

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I. General (Continued)

B. Provision of Other Services

Unless otherwise specified herein, services offered under this tariff shall be ordered with an ASR. However, in the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in herein will apply when an engineering review is required.

Additional Engineering is not an ordering option but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

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II. Access Order

- A. Access Order: Unless service is constructively ordered as described in Section 1, an ASR is required by the Company to provide a Customer with Switched Access Service as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. The applicable charges are set forth under Section 6.II.G following.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

Access Orders shall be placed to the Company's CLLI codes, these codes will be provided to the Customer upon request and/or Order. The Company reserves the right to change CLLI codes serving Customers and participating carriers based upon network needs.

- B. Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved

Meet point billing applies when more than one Exchange Carrier is involved in the provision of Access Service. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD). This method allows each provider to bill for the services it provides within the Multiple Bill option when there are more than two companies providing access service. Each provider's Tariff or contract rates apply.

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II. Access Order (Continued)

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

- * Standard Interval
- * Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

1. Standard Interval: The Standard Interval for Switched and Special Access Service will be ten business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
2. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
 - a. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 - b. There is no existing facility connecting the Customer Premises with the Company; or
 - c. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
 - d. The Company determines that Access Service cannot be installed within the Standard Interval.

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

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II. Access Order (Continued)

- D. Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Switched Access Services lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

1. Service Commencement Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charges will apply if the Customer requests a Service Date Change that is more than five business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth herein.

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II. Access Order (Continued)

D. Access Service Request Modifications: (Continued)

2. Design Change Charge: The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.
3. Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However, if upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

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II. Access Order (Continued)

D. Access Service Request Modifications: (Continued)

3. Expedited Order Charge (Continued)

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified herein.

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II. Access Order (Continued)

E. Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled, and the appropriate Cancellation Charge will be applied.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If the Company misses a service date for standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

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II. Access Order (Continued)

F. Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.

1. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service and a new minimum period will be established:
 - a.) A change in the identity of the Customer of record;
 - b.) A move by the Customer to a different building;
 - c.) A change in type of service;
 - d.) A change in Switched Access Service Interface (i.e., DS1 or DS3);
 - e.) A change in Switched Access Service Traffic Type;

2. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

G. Miscellaneous Service Order Charge: The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance. The charge always applies to the following services since a pending service order would not exist:

- Overtime Repair
- Stand-by Repair
- Testing and Maintenance with other Telephone Companies other than when in conjunction with Acceptance Testing, Other Labor and Maintenance of Service

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II. Access Order (Continued)

G. Miscellaneous Service Order Charge: (Continued)

The charge does not apply to the following services since there would exist a pending service order.

- Additional Engineering
- Overtime Installation
- Stand-by Acceptance Testing
- Testing and Maintenance with exchange telephone companies when in conjunction with Acceptance Testing

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II. Access Order (Continued)

H. Charges

Verizon Areas	Non-Recurring Charge
1. Access Order Charge	\$105.00
2. Service Date Change Charge	\$25.32
3. Design Change Charge	\$25.32
4. Line or Trunk Installation, per DS1	\$288.00
Frontier Areas	Non-Recurring Charge
1. Access Order Charge	\$46.63
2. Service Date Change Charge	\$22.80
3. Design Change Charge	\$46.00

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III. Billing & Collection

The Company will provide the following services:

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

A. Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Switched Access Service for Customer messages that can be recorded by company-provided automatic message accounting equipment. At the request of the Customer, recording service will be provided for switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the Company will provide recording service is all the appropriately equipped offices in a state operating territory for which the Customer has ordered switched access service.

For Switched Access Service, the term "Customer message" used herein denotes an intrastate call originated by a Customer's end user. Station message detail recording is an optional feature which provides a record of Customer messages originated by MTS and WATS access lines.

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III. Billing & Collection (Continued)

A. Recording Service (Continued)

1. Undertaking of the Company

- a. The Company will record all Customer messages carried over switched access service that are available to Company-provided recording equipment or operators. Unavailable customer service messages (i.e. certain Feature Group operator and TOPS messages which are not accessible by Company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the Company.
- b. A standard format for the provision of the recorded Customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six months prior to the change, unless otherwise agreed to by the Customer and the Company.
- c. Recorded Customer message detail which is used at the request of the Customer to provide message bill processing service is not retained by the Company for longer than forty-five (45) days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded Customer message detail. For recorded Customer message detail not used by Customer's message processing service, the Company will, upon request, make every reasonable effort to recover recorded Customer message detail previously made available to the Customer and make it available again for the Customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

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III. Billing & Collection (Continued)

A. Recording Service (Continued)

2. Liability of the Company

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person or entity shall attach to the Company for its action or the conduct of its employees in providing recording service.

3. Obligations of the Customer

The Customer shall order recording service under a special order.

The Customer shall order recording service at least one month prior to the date when the Customer message detail is to be recorded, unless the Customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The Customer shall order recording service for switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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III. Billing & Collection (Continued)

A. Recording Service (Continued)

4. Payment Arrangements and Audit Provisions

a. Notice and Scope

- (1) Upon forty-five (45) days' prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six-month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's end users by the Company as part of its provision of billing and collection services and the changes to the Customer for other services provided by the Company pursuant to this tariff.
- (2) The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- (3) The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.
- (4) The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of said audit.
- (5) Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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III. Billing & Collection (Continued)

A. Recording Service (Continued)

4. Payment Arrangements and Audit Provisions (Continued)

b. Payment of Expenses

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

c. Requests for Examinations

(1) In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in b. following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.

(2) An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

d. Audit Provision

All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

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III. Billing & Collection (Continued)

A. Recording Service (Continued)

4. Payment Arrangements and Audit Provisions (Continued)

e. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

f. Cancellation of a Special Order

A Customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the Customer requests the recordings to start. When a Customer cancels a special order for recording service after the order date but prior to the start of service, a special-order charge and the minimum monthly charges will apply.

g. Changes to Special Orders

When a Customer requests material changes to a pending special order for recording service, the pending special order will be canceled, and the requested changes will be undertaken if they can be accommodated by the Company under a new special order. All cancellation charges as set forth preceding will apply for the canceled special order.

5. Rate Regulations

The special-order charge applies for each special order accepted by the Company for recording service or for a subsequently requested change.

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III. Billing & Collection (Continued)

B. Automatic Number Identification (ANI)

ANI provides the automatic transmission of a seven or ten-digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises.

1. Rate Regulations

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

2. ANI Restrictions

The Company provides Automatic Number Identification (ANI) associated with intrastate service to an 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.

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III. Billing & Collection (Continued)

B. Automatic Number Identification (ANI) (Continued)

2. ANI Restrictions (Continued)

- 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 services 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. Violation of any of the foregoing terms and conditions by any ANI recipient shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the company 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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III. Billing & Collection (Continued)

C. Billing Name and Address Service

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

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

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

BNA service is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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III. Billing & Collection (Continued)

C. Billing Name and Address Service (Continued)

1. Undertaking of the Company

- a. A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.
- b. Upon receipt of a magnetic tape of recorded Customer messages, the Company will, at the request of the Customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the Customer or, where the Customer subscribes to recording service as set forth preceding, may be the output from that service. The Company will enter the BNA information of the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the tape may be negotiated, and charges based on cost will apply.

The Company will provide a response to Customer-provided tapes by mail within six (6) business days of receipt. The Company will process and mail tapes which are the output or recording service every fifth business day.

- c. The Company will specify the format in which requests and tapes are to be submitted.
- d. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.

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III. Billing & Collection (Continued)

C. Billing Name and Address Service (Continued)

1. Undertaking of the Company (Continued)

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

2. Obligations of the Customer

- a. With each order for BNA service, the Customer shall identify the authorized individual and address to receive the BNA information.
- b. A Customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- c. The Customer shall institute adequate internal procedures to ensure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a non-disclosure agreement containing a statement of its procedures concerning confidential information.
- d. The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, databases or market data, records, files, databases or other systems it assembles through the use of BNA service.

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III. Billing & Collection (Continued)

C. Billing Name and Address Service (Continued)

2. Obligations of the Customer (Continued)

- e. When the Customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.
- f. The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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III. Billing & Collection (Continued)

C. Billing Name and Address Service (Continued)

3. Rate Regulations

- a. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis and for the initial establishment of BNA service on a mechanized basis.
- b. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

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

- c. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

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

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

- d. When a Customer cancels an order for BNA service after the order date, the service establishment charge applies.

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III. Billing & Collection (Continued)

D. Rates

1.	Recording, per Customer message	\$0.0081
2.	ANI, per attempt	\$0.0121
3.	BNA	
	Service Establishment Charge	\$1,595.55
	per telephone number, manual	\$0.4800
	per message processed, mechanized	\$0.0200

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IV. Critical Facilities Administration Service

A. General Description of Service

Critical Facilities Administration Service (CFAS) provides physical route information to customers with Telecommunications Service Priority (TSP) qualified circuits, provided by the Company. Customer may request an enhance design layout record or may request a schematic/map layout (Circuit Layout Record). The request must be made in writing by authorized personnel. If the Company is acting as the Prime Contractor, the Company will obtain from its subcontractors the physical routing information for their portion of the qualified circuit.

B. Customer Obligations

1. Customers' circuits must be federally registered as TSP circuits.
2. Customers must subscribe to the Critical Facilities Administration Service (CFAS) offered by the Company and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."
3. Customers must pay the appropriate tariff charges for CFAS, and any connecting carrier CFAS charges billed to the Company or directly to the Customer.
4. Customers must agree to treat all network information provided to them regarding their subscribed circuits as confidential.

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IV. Critical Facilities Administration Service (Continued)

C. Obligations of the Company

1. The Company will maintain data and restrict access by each Customer to information relative to that Customer's subscribed circuits.
2. The Company will identify the physical path of each subscribed circuit so as to allow the Customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
3. The Company will maintain facilities associated with subscribed circuits in such a manner as to ensure that the Customer is notified of any change in the physical routing of its subscribed circuit(s).
4. The Company will make available physical path information for newly provisioned subscribed circuits to the Customer within 5 business days after the circuit has been installed, and within 15 business days for existing TSP circuits.
5. If Customer has previously obtained documentation as the physical path of a subscribed circuit, the Company will provide at least 24-hour advance notification to the Customer of any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit. Communications regarding unplanned activity will be provided within 24 hours following the change.

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IV. Critical Facilities Administration Service (Continued)

C. Obligations of the Company (Continued)

6. The Company will make available updated information regarding the revised physical path of subscribed circuits to the Customer within 5 business days following planned actions, and within 15 business days following unplanned activities.
7. For circuits provided in concert with other carriers, the Company, when acting as the Prime Contractor will obtain and forward information regarding the connecting carrier's portion of the physical path of the subscribed circuit to the customer as expeditiously as possible.
8. Provision of CFAS will be suspended in the instance of a major telephone outage. Once subscribed circuits are restored to service, the Company will make updated physical path information available to the Customer within ninety days of the restoration of service.

D. Rates and Charges

1. Enhanced Design Layout Record (Circuit Layout Record)

Per circuit \$50.00

2. Hourly Charges

Rates for a schematic/map layout are contained reflect the hourly rate that will be charged to the CFAS subscriber per circuit subscribed. The Company will give the Customer good faith estimates of the time needed to perform the requested service. The Customer will be billed those charges, along with the tariffed rates established by any connecting carrier for the service.

Per hour \$47.00

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