

Intellifiber Networks, LLC
NY P.S.C. No. 2 - Telephone
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ACCESS SERVICES TARIFF

*This Tariff NY P.S.C No. 2 – Telephone issued by Intellifiber Networks, LLC replaces in its entirety NY
P.S.C. No. 2 – Telephone issued by Intellifiber Networks, Inc.*

INTELLIFIBER NETWORKS, LLC
REGULATIONS AND SCHEDULE OF INTRASTATE
APPLYING TO COMMUNICATIONS SERVICES WITHIN
THE STATE OF NEW YORK

Intellifiber Networks, LLC
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EXPLANATION OF NOTES

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

CONTACTING THE PUBLIC SERVICE COMMISSION

Contacting the Public Service Commission:

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

1. By Phone:

Helpline (for complaints/inquiries):

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

2. Online:

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

3. By Mail:

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

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SECTION 1 - EXPLANATION OF TERMS

ANALOG

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

APARTMENTS

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

AUTHORIZED USER

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

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service also makes use of this system.

BIT

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

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

BUILDING

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

BUSY HOUR

The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

CALL

A completed connection between the Calling and Called parties.

CALLING STATION

The telephone number from which a Call originates.

CALLED STATION

The telephone number called.

CARRIER CUSTOMER

A carrier that orders exchange access service from the Company.

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone Exchange lines.

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CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a Central Office. Central Office Lines subject to PBX rate treatment are referred to as Central Office Trunks.

CHANNEL

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

COMPANY

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

COMMISSION

The New York State Public Service Commission.

CUSTOMER

A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming Calls directly to Stations, by-passing a central answer point.

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DIGITAL

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

DISCONNECT

To render inoperable or to disable circuitry, thereby preventing outgoing and incoming toll communications service.

DS1

Digital Signal, level 1. Capable of transmitting data at 1.544 Mbps.

DS3

Digital Signal, level 3. Capable of transmitting data at 44.736 Mbps.

GBPS

One thousand million bits per second.

ERROR

A discrepancy or unintentional deviation from what is correct or true. An Error can also be an omission in records.

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EXCHANGE

An area, consisting of one or more Central Office districts within which are all between any two points is a Local Call.

EXCHANGE ACCESS LINE

A Central Office Line furnished for direct or indirect access to the Exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the Exchange system for the purpose of sending and receiving Calls. This access is achieved through the provision of a Central Office Line (Exchange Access Line) between the Central Office and the subscriber's premises.

FEATURE GROUP D

A trunk-side termination or connection provided by a local exchange carrier to an interexchange carrier, which is necessary to enable Customers to directly access their primary interexchange carrier. Without Feature Group D, a Customer would be required to dial an access code in order to reach the desired telephone number.

FINAL ACCOUNT

A Customer whose service has been Disconnected who has outstanding charges still owed to the Company.

INCOMPLETE

Any Call where voice transmission between the Calling and Called station is not established.

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JOINT USER

A person, firm, or corporation which uses the telephone service of a Customer

LATA

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

LOCAL CALL

A Call which, if placed by a Customer over the facilities of the Company, is not rated as a Toll Call.

LOCAL CALLING AREA

The area, consisting of one or more Central Office districts, within which a subscriber for Exchange Service may make telephone Calls without a toll charge.

LOCAL SERVICE

Telephone Exchange Service within a local calling area.

MBPS

One million bits per second.

MESSAGE

A completed telephone Call by a Customer or User.

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

OC3

Optical Carrier 3, A SONET channel capable to transmitting data at 155.52 Mbps.

OC12

Optical Carrier 12, A SONET channel capable to transmitting data at 622.08 Mbps.

OC 48

Optical Carrier 48, A SONET channel capable to transmitting data at 2.488 Gbps.

PBX

A private branch Exchange.

PREMISES

The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

RATE CENTER

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

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SAME PREMISES

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

STATE

New York.

STATION

Each telephone on a line and where no telephone associated with the line is provided on the Same Premises and in the same Building, the first termination in Station key equipment or a jack for use with a portable telephone.

TOLL CALL

Any Call extending beyond the local Exchange of the originating caller which is rated on a toll schedule by the Company.

USER/END USER

Customer or any authorized person or entity that utilizes the Company's services.

WEEKEND

All day Saturday and Sunday.

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SECTION 2 - APPLICATION OF TARIFF

2.1 Application of Tariff

This Tariff sets forth the regulations and Rates applicable to services provided by Intellifiber Networks, LLC.

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

2.1.1 Service Territory

The Company will provide access services in the following areas throughout the State of New York.

2.1.2 Availability

Service is available where facilities permit.

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SECTION 3 - GENERAL RULES AND REGULATIONS

3.1 Use of Facilities and Service

3.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to local Customers for communications. The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the Building where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a Building demands relocation or rearrangement of plant and facilities used in providing service therein.

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

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

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

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

3.1.2 Limitation on Liability

A. Indemnification by Customer

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

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

C. Use of Facilities of Other Companies

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

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

3.1.3 Use of Service

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

3.1.4 Use and Ownership of Equipment

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

3.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment of facilities, additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the 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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3.2 Minimum Period of Service

The minimum period of service is one month except as otherwise provided in this Tariff. The Customer must pay the regular tariffed Rate for the service they subscribe to for the minimum period of service. If a Customer Disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular Rates for the remainder of the minimum service period. When the service is moved within the same Building, to another Building on the Same Premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new Customer at the Same Premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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3.3 Flexible Pricing

3.3.1 General

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

3.3.2 Conditions

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

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

3.4 Payment for Service Rendered

3.4.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the Rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and Toll Calls originating from the Customer's premises and for all Calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

3.4.2 Deposits

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months service.
- C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.

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

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

3.4.2 Deposits, (Cont'd.)

- D. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- E. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

3.4.3 Advanced Payments

The Company may require advance payments from Customers for the following services;

- A. The construction of facilities and furnishing of special equipment; or
- B. Temporary Service for short-term use.

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

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

3.4.4 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company.

If objection is not received by the Company within three (3) months after the bills is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records.

If objection results in a refund to the Customer, such refund will be with interest at the greater of the unadjusted Customer deposit Rate or the applicable late payment Rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the late payment Rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within thirty (30) days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two (2) months after the bill is rendered.

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

3.4.5 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's Local Service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to government agencies in the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).

3.4.6 Customer Overpayments

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

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

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

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

3.4.7 Contested Charges

In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

- A. First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to Disconnection.)
- B. Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the New York State Public Service Commission. The address of the Commission is:

Three Empire State Plaza
Albany, New York 12223-1350
(518) 474-1668

3.5 Installation Service

The standard installation interval for all Services is ten (10) days from Company's receipt of a Customer-signed Service Order. Company may provide Service on an individual case basis within a shorter interval requested by Customer and approved by Company. In the case of any inconsistency with the regulations in Part 609 of 16 NYCRR for installation service, the rules of the Commission shall prevail.

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3.6 Access to Customer's Premises

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

3.7 Individual Case Basis ("ICB") Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB Rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

3.7.1 LATA and type of switch;

3.7.2 The V&H distance from the Central Office to the Customer's premises;

3.7.3 Service description;

3.7.4 Rates and charges;

3.7.5 Quantity of circuits; and

3.7.6 Length of the agreement.

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3.8 Telephone Surcharges

3.8.1 General

In addition to the Rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the Customer's monthly bill statement as outlined in 3.8.2 and 3.8.3 below. If there are surcharge Rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the Rate will be listed on Statement 2 which is at the end of this tariff.

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

3.8.3 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring Rates and charges for all intrastate service except returned check charges, late payment charges and Rates for local coin Calls. The percentage Rate of the surcharge in each locality where such a surcharge applies is listed on Statement 2 which is at the end of this tariff.

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

3.8 Telephone Surcharges, (Cont'd.)

3.8.3 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes, (Cont'd.)

The surcharge statement shall be filed at least fifteen (15) days before the effective date. The effective date of the statement shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement. If the tax enactment either ceases to be effective or is modified so as to reduce the tax Rate, the surcharge will be changed accordingly within five (5) business days.

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

3.9 Termination of Service

3.9.1 Termination for Nonpayment

In the event that any bill is not paid, the Company may terminate service twenty (20) days after written notification has been mailed to the billing address of the Customer. If service is terminated for nonpayment, the Customer will be billed a Reconnection Charge (as specified in Section 5) as well as any payment due upon reconnection.

Telephone service shall not be terminated for nonpayment on Weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the company is not open for business, or during the periods from December 23rd through December 26t or December 30th through January 1st.

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

3.9 Termination of Service, (Cont'd.)

3.9.2 Exception to Termination

Telephone service shall not be terminated for:

- A. Nonpayment of bills rendered for charges of other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 16 NYCRR Sections 6.3.1.9 and 6.3.1.10.

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

3.9.3 Verification of Nonpayment

Access service shall not be terminated for payment of a bill rendered unless:

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

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

3.9 Termination of Service, (Cont'd.)

3.9.4 Dishonored Checks

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

3.9.5 Termination For Cause Other Than Nonpayment

A. General

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

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

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

3.9 Termination of Service, (Cont'd.)

3.9.5 Termination for Cause Other Than Nonpayment, (Cont'd.)

- B. Prohibited, Unlawful or Improper Use of the Facilities or Service Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:
1. The use of facilities or service of the Company without payment of Tariff charges;
 2. Calling or permitting others to Call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
 3. The use of profane or obscene language;
 4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving Calls;
 5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service; and
 6. Permitting fraudulent use.

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

3.9 Termination of Service, (Cont'd.)

3.9.5 Termination for Cause Other Than Nonpayment, (Cont'd.)

C. Abandonment or Unauthorized Use of Facilities

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

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

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

3.9 Termination of Service, (Cont'd.)

3.9.6 Emergency Termination of Service

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

3.9.7 Payment Responsibility

The Customer is responsible for all charges incurred to the Calling Station regardless of which part terminates the service. The Customer shall reimburse the Company for all expenses and fees (other than attorneys' fees) incurred by the Company in collecting such charges.

3.10 Voluntary Suspension of Service

Upon the request of the Customer, the Company shall suspend service to the Customer for a period not to exceed one (1) year. Suspension of service at the Customer's request is the interruption of both incoming and outgoing service. The Customer's telephone number will be retained for the Customer during the suspension, unless the number is changed for a reason outside of suspension (such as the changing of Central Office equipment, reassociation or area transfer activity). A suspension charge will be assessed for each suspension request. The suspension charge is listed in the Addendum of this Tariff.

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

3.11 Allowances for Interruptions in Service

No credit shall be allowed for any service interruption of two (2) hours or less. For service interruptions of greater than two (2) hours, customers shall be credited at the rate of 1/114 of the rate applicable to the service which is subject to the interruption for each half hour or major fraction thereof. The maximum credit for all service interruptions during a one month period shall not exceed the service charges due to Company for such period.

Each service interruption shall be measured from (i) the time the Customer notifies the company that a service interruption has incurred to (ii) the time of restoration of service as determined by Company.

When the service provided by Company includes more than one (1) communications path, the service interruption allowance applied only to the path interrupted.

3.12 Additional Provisions Applicable to Carrier Customers

3.12.1 Obligations of the Carrier Customer

A. Damages

The Carrier Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the Carrier Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Carrier Customer shall be liable for another Carrier Customer's actions.

B. Ownership of Facilities

Facilities utilized by the Company 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 Carrier Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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

3.12 Additional provisions Applicable to Carrier Customers

3.12.1 Obligations of the Carrier Customer, (Cont'd.)

C. Equipment Space and Power

The Carrier Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Carrier Customer and the Company. The Carrier Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

D. Testing

The services provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

E. Design of Carrier Customer Services

The Carrier Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements 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.

F. Network Contingency Coordination

The Carrier 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 service.

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

3.12 Additional provisions Applicable to Carrier Customers, (Cont'd.)

3.12.1 Obligations of the Carrier Customer, (Cont'd.)

G. Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating Feature Group D to determine the percentage of interstate usage to apply to all other switched access services provided by the Company to the Carrier Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Carrier Customer traffic and its related access minutes, the Company reserves the right to require the Carrier Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Carrier Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Carrier Customer reports a different projected interstate percentage for a working trunk group. When the Carrier Customer adds trunks to or removes trunks from an existing group, the Carrier Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve at the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require Call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Carrier Customer's previously reported PIU for the period upon which the audit was based, the Call detail records may be requested more than once annually.

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

3.12 Additional Provisions Applicable to Carrier Customers, (Cont'd.)

3.12.1 Obligations of the Carrier Customer, (Cont'd.)

H. Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Subsection g proceeding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

1. For nonrecurring chargeable Rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff Rate per element.
2. For usage sensitive chargeable Rate elements, multiply the percent intrastate use times actual use (measure or Company assume average use) times the stated Rate.

I. Jurisdictional Reports

When a Carrier Customer orders Switched Access Service for both interstate and intrastate use, the Carrier Customer is responsible for providing reports as set forth in Subsection g (Jurisdictional Reports) of this Section. Charges will be apportioned in accordance with those reports.

J. On and Off-Hook Supervision

The Carrier Customer facilities shall provide the necessary on and offhook supervision for accurate timing of Calls.

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

3.13 Emergency/Crisis Disaster Restoration and Provisioning – Telecommunications Service Priority

3.13.1 General

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

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

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

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

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

3.13.1 General, (Cont'd.)

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

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

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

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

3.13.2 TSP Request Process – Restoration

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

- A. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - 1. National Security Leadership
 - 2. National Security Posture and U.S. Population Attack Warning
 - 3. Public Health, Safety, and Maintenance of Law and Order
 - 4. Public Welfare and Maintenance of National Economic Posture
- B. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- C. Complete the TSP Request for Service Users form (SF 315) available on the National Communications Services (NCS) website (<http://tsp.ncs.gov>).

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

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

3.13.2 TSP Request Process - Restoration, (Cont'd.)

- D. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the DPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP request.
- 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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SECTION 3 - GENERAL RULES AND REGULATIONS, (Cont'd.)

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

3.13.3 TSP Request Process - Provisioning

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

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

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

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

3.13.4 Responsibilities of the End-User

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

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

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

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

3.13.5 Responsibility of the Company

The company will perform the following:

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

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

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

3.13.6 Preemption

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

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

3.14 Critical Facilities Administration Service

3.14.1 General

The Company's Critical Facilities Administration Services ("CFAS") provides physical route information to customers with Telecommunication Service Priority ("TSP") qualified circuits. If the Company is acting as the Prime Contract of the Company will obtain from its subcontractors the physical routing information for their portion of the qualified circuit.

3.14.2 Customer Responsibilities

- A. The Customer's circuits shall be registered pursuant to the federal Telecommunications Service Priority Program as TSP circuits.
- B. The Customer must subscribe to the Company's Critical Facilities Administration Service ("CFAS") and identify in writing which circuits it wishes to enroll in the service. Each such circuit will be referred to as a "Subscriber Circuit(s)."
- C. The Customer shall pay all tariff charges for CFAS, as well as any connecting carrier CFAS charges that are billed to the Company (or directly to the customer).
- D. The Customer shall treat all network information provided by the Company regarding the Customer's subscribed circuits as confidential.
- E. The Customer shall comply with the Company's security procedures established in support of CFAS. The Company's security procedures may include, but will not be limited to, provision of appropriate passwords prior to forwarding of CFAS information.
- F. The Company will provide physical path information regarding Subscribing Circuits to the Customer via electronic means, on CD-ROMs or in hard copy documents. Where Company systems permit, information regarding Subscribing Circuits will be made available in electronic formats to the Customer. The customer must provide its own software capable of reading any electronic files including but not limited to CD -ROMs or electronic databases or communications, transmitted or made available by the Company.

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

3.14 Critical Facilities Administration Service, (Cont'd.)

3.14.3 Responsibilities of the Company

- A. The Company will maintain data and restrict access by each Customer to information relative to that Customer's Subscriber Circuits.
- B. The Company will identify the physical path of each Subscriber Circuit whenever requested by the Customer so as to allow the Customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit. The Company may identify the actual physical path by longitude and latitude coordinates (which coordinates may be determined using global position system equipment or by means or reference to another accepted coordinate system or technology).
- C. The Company will make available physical path information for newly provisioned Subscriber Circuits to the Customer within ten (10) business days after the circuit has been installed and within fifteen (15) business days for existing TSP circuits.
- D. 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 Subscriber Circuit to the customer as expeditiously as possible.
- E. Provision of CFAS will be suspended in the instance of a major telephone outage. Once Subscribed Circuits are restored to service, upon request, the Company will make updated physical path information available to the Customer with ninety (90) days of the restoration of service.

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

3.14 Critical Facilities Administration Service, (Cont'd.)

3.14.4 Rates and Charges

The rates and charges for CFAS service will be on an ICB pursuant to the procedures described in rule 3.7 hereof. The rates shall be assessed on an hourly basis for each Subscriber Circuit. If the Company is acting as the Prime Contractor, the customer will be billed the Company's tariff charges as described in this section, as well as any additional charges invoiced to the Company by any connecting carrier for the service.

The Company will give the customer a good faith estimate of the time needed to perform the requested service, including the time that may be needed to obtain information from connecting carriers, if applicable. A record order charge will also apply if the customer orders CFAS service after the establishment of its TSP service.

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SECTION 4 - DESCRIPTION OF SERVICES

4.1 Timing of Calls

- 4.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time a connection is established (*i.e.*, when two-way communications is possible), and ends when the connection terminates.
- 4.1.2 None of the Company's service offerings are time-of-day sensitive.
- 4.1.3 No charges apply if a Call is not completed.
- 4.1.4 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is 1 minute for a connected Call.
- 4.1.5 Where applicable, charges will be rounded up to the nearest penny.
- 4.1.6 Usage begins when a connection is established (*i.e.* when two-way communication is possible). A Call is terminated when the connection is terminated. Any Call for which the duration exceeds 60 seconds shall be presumed to have been answered and becomes billed usage.

4.2 Start of Billing

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

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

4.3 Calculation of Distance

- 4.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between Rate Centers associated with the originating and terminating points of the Call.
- 4.3.2 Where applicable, the airline mileage between Rate Centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the Rate Centers involved. The Company uses the Rate Centers that are produced by Telcordia.

4.4 Minimum Call Completion Rate

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

4.5 Service Offerings

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

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

4.5 Service Offerings, (Cont'd.)

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

4.5.1 Service Availability

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

4.5.2 Intra/InterLATA Private Line Service

Private Line Service provides a scaleable range of capacity offering between two Company Point of Presence (POPs) within and/or between local exchange area(s). The Company will offer Asynchronous capacity consisting of DS-3 service as well as a full complement of SONET synchronous service from OC-3 to OC-192.

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

4.5 Service Offerings, (Cont'd.)

4.5.3 Lit Fiber Services

A. DS-3 Service

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

B. OC-3 Service

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

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

4.5 Service Offerings, (Cont'd.)

4.5.3 Lit Fiber Services, (Cont'd.)

C. OC-12 Service

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

D. OC-48 Service

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

E. OC-192 Service

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

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

4.5 Service Offerings, (Cont'd.)

4.5.4 Miscellaneous Services

A. Reconnection

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

B. Order Change

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

C. Return Check Charge

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

D. Non-recurring Charge

A one-time, non-recurring charge is assessed upon installation.

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SECTION 5 - PROMOTIONS

5.5 Service and Promotional Trials Received

5.5.1 General

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

5.5.2 Regulations

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

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SECTION 6 - LOCAL CALLING AREA

The Company intends on providing service throughout the State of New York

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