BlueBird Communications LLC

REGULATIONS and SCHEDULE of INTRASTATE CHARGES APPLYING to COMMUNICATIONS SERVICES WITHIN THE STATE of NEW YORK

Applicable in New York State

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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EXPLANATIONofNOTES

(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

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1 Application of Tariff

1.1 ApplicationofTariff

This Tariff sets forth the regulations and rates applicable to the furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of New York services provided by BlueBird Communications LLC,as follows:

1.1.1 Service Territory

BlueBird Communications LLC will provide service in the entire state of New York.

1.1.2 Availability

Service is available where facilities permit.

2 General Rules and Regulations

2.1 Use of Facilities and Service

2.1.1 Obligation of the Company

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

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

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

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

2.1.2 Limitations on Liability

a. Indemnification by Customer
The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or 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

2 General Rules and Regulations (cont'd)

2.1 Use of Facilities and Service (cont'd)

2.1.2 Limitations on Liability (cont'd)

a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

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

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

2.1.3 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.

2 General Rules and Regulations (cont'd)

2.1 Use of Facilities and Service (cont'd)

2.1.4 Use and Ownership of Equipment

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

2.1.5 Directory Errors

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

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

a. Free Listings: for free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.

b. Charge Listings: for additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

2 General Rules and Regulations (cont'd)

2.1 Use of Facilities and Service (cont'd)

2.1.5 DirectoryErrors(cont'd)

c. Operator records: for free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

d. Credit limitation: The total amount of the credit provided for the preceding paragraphs a., b., and c. shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph c., for the line or lines in question.

e. Definitions: As used in Paragraphs a., b., c., and d. above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.

f. Notice: Such allowances or credits as specified in Paragraphs a., b., and c. above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

2 General Rules and Regulations (cont'd)

2.2 Minimum Period of Service

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

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

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

2.3 PaymentforServiceRendered

2.3.1 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.

2 General Rules and Regulations (cont'd)

2.3 Payment for Service Rendered (cont'd)

2.3.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

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

a. Interest on Deposits

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

b. Inadequate Deposit

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

c. Return of Deposit

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

2 General Rules and Regulations (cont'd)

2.3Payment for Service Rendered (cont'd)

2.3.3 Payment of Charges

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

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

2.3.4 Returned Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible to pay a Returned Check Charge of $20.00 or the maximum allowed by law, whichever is lower.

2 General Rules and Regulations (cont'd)

2.3Payment for Service Rendered (cont'd)

2.3.5 Late Payment Charges

a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.

b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

c. Late payment charges do not apply to final accounts.

d. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).

2.3.6 Customer Overpayments

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

2 General Rules and Regulations (cont'd)

2.3Payment for Service Rendered (cont'd)

2.3.6 CustomerOverpayments (cont'd)

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

2.4 InstallationService

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

2.5 AccesstoCustomer'sPremises

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

2.6 TelephoneSurcharges

2.6.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the customer's monthly bill statement as outlined in 2.6.2 through 2.6.4 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 GRTS 1 which is at the end of this Tariff.

2 General Rules and Regulations (cont'd)

2.6 TelephoneSurcharges(cont'd)

2.6.2 Surcharge for State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown on Statement GRTS 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.

2.6.3 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

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

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

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

2 General Rules and Regulations (cont'd)

2.6 TelephoneSurcharges(cont'd)

2.6.4 New York State Universal Service Fund Surcharge

On August 17, 2012, the New York Public Service Commission (NYPSC) issued its Order in Case 09-M0527 allowing the New York State Universal Service Fund assessments to be flowed through to the end user. The New York State Universal Service Fund Surcharge is charged monthly on a per access line or per trunk basis to all residence and business customers, in addition to other monthly rates and charges set forth in applicable tariffs. If the Company has collected its annually assessed amount prior to the end of the calendar year, as determined by the Fund Administrator, it will suspend collection of these surcharges for the remainder of that year, subject to any subsequent adjustment necessitated by NYPSC Order.

The applicable New York Universal Service Fund Surcharge rate will be assessed by the company and listed on Statement GRTS 1 of the concurring company's tariff, in monthly increments, using one of the following options:

a. Bill amounts – the assessment will be based upon a percentage of the customer's bills for local services. The surcharge will not be applied to taxes or other surcharges.

b. Per Access Line/customer – the assessment will be based on a per line or per customer basis.

2.7 SuspensionorTerminationofService

2.7.1 Suspension or Termination for Nonpayment

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

2 General Rules and Regulations (cont'd)

2.7 SuspensionorTerminationofService(cont'd)

2.7.1 Suspension or Termination for Nonpayment (cont'd)

a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.

b. Suspension will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice.

Telephone service shall only be suspended between 8:00 AM and 7:30 PM, on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

2.7.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;

b. Nonpayment for service for which a bill has not been rendered;

c. Nonpayment for service which have not been rendered;

d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 609 of 16 NYCRR.

2 General Rules and Regulations (cont'd)

2.7 SuspensionorTerminationofService(cont'd)

2.7.2 Exceptions to Suspension and Termination (cont'd)

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

f. Nonpayment of back billed amounts as outlined in 2.9.12.

2.7.3 Verification of Nonpayment

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

a. The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and

b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

2.7.4 Termination for Cause Other Than Nonpayment

a. General

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

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 General Rules and Regulations (cont'd)

2.7 SuspensionorTerminationofService(cont'd)

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

2. If, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or

3. In the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or

4. In the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.9.7 regarding Deferred Payment Agreements.

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;

2 General Rules and Regulations (cont'd)

2.7 SuspensionorTerminationofService(cont'd)

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

5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;

6. Permitting fraudulent use.

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.

2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:

a. No charge shall apply for the period during which service had been terminated, and

b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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

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

2 General Rules and Regulations (cont'd)

2.7 SuspensionorTerminationofService(cont'd)

2.7.5 Emergency Termination of Service

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

2.8 AdditionalProvisionsApplicabletoBusinessCustomers

2.8.1 Application of Rates

a. Business rates as described in Section 5 and shown in Addendum Price List 1 apply to service furnished:

1. In office buildings, stores, factories and all other places of a business nature;

2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;

3. At any location when the listing or public advertising indicates a business or a profession;

4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;

5. At any location where the customer resells or shares exchange service;

2 General Rules and Regulations (cont'd)

2.8 AdditionalProvisionsApplicabletoBusinessCustomers(cont'd)

2.8. 1 Application of Rates (cont'd)

b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

2.8.2 Telephone Number Changes

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

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.11 of the Addendum.

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

2.8.3 Deposits

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

2.8.4 Dishonored Checks

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

2 General Rules and Regulations (cont'd)

2.9 AdditionalProvisionsApplicabletoResidentialCustomers

2.9.1 Application of Rates

Residential rates as described in Section 4 of the Addendum apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.9.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.11 of the Addendum.

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

2 General Rules and Regulations (cont'd)

2.9 AdditionalProvisionsApplicabletoResidentialCustomers(cont'd)

2.9.3 Deposits

a. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.3.2 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

b. Customers Exempt from Deposits

1. A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from

2 General Rules and Regulations (cont'd)

2.9 AdditionalProvisionsApplicabletoResidentialCustomers(cont'd)

2.9.3 Deposits (cont'd)

deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit. Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

2. The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

c. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company is entitled to service without payment of a deposit unless his or her records indicate a delinquency in payment or a termination of service for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.9.7 below.)

New deposits from a residential customer are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential customer after l year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2 General Rules and Regulations (cont'd)

2.9 AdditionalProvisionsApplicabletoResidentialCustomers(cont'd)

2.9.4 Installment Billing for Nonrecurring Charges

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

a. Installment billing may be used only by residential customers;

b. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;

c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;

d. More than one installment plan may be in effect for the same customer at the same time;

e. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;

f. A customer may elect to pay the unbilled charges before the expiration of the installment plan;

g. Installment billing payments will continue even when an account is temporarily suspended;

h. No interest or carrying charges will be applied to the outstanding balance during the installment period.

2 General Rules and Regulations (cont'd)

2.9 AdditionalProvisionsApplicabletoResidentialCustomers(cont'd)

2.9.5 Adjusted Payment Schedule

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.9.6 Suspension or Termination for Nonpayment

a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.

b. After issuing the written notification in accordance with 2.9.2, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.

c. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.

d. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

2 General Rules and Regulations (cont'd)

2.9 AdditionalProvisionsApplicabletoResidentialCustomers(cont'd)

2.9.7 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residential customer with three or more months service and for who service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). The Company must offer an eligible customer a DPA in accordance with the Commission's order in Case 90-C-1148 issued on August 7, 1992. Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

2.9.8 Dishonored Checks

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

2.9.9 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine

2 General Rules and Regulations (cont'd)

2.9AdditionalProvisionsApplicabletoResidentialCustomers(cont'd)

2.9.9 Suspension or Termination – Abandonment (cont'd)

occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

2.9.10 Suspension or Termination - Medical Emergencies

In the event of a medical emergency as defined in 16NYCRR, Sec. 609, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate as defined in 16NYCRR, Sec. 609, must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the customer will be able to defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

2.9.11 Suspension or Termination - Elderly, Blind or Disabled

An additional 20 days will be allowed before suspension or termination may occur when:

a. the customer is known to or identified to the Company as being blind or disabled, as defined in 16NYCRR, Sec. 609, or

b. the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

2 General Rules and Regulations (cont'd)

2.9AdditionalProvisionsApplicabletoResidentialCustomers(cont'd)

2.9.11 Suspension or Termination - Elderly, Blind or Disabled (cont'd)

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

2.9.12 Back billing for Residential Customers

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than 24 months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the back billing period.

2.10 AllowancesforInterruptionsinService

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

2 General Rules and Regulations (cont'd)

2.10 AllowancesforInterruptionsinService(cont'd)

2.10.1 Credit for Interruptions

a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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

c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:

1. If interruption continues for less than 24 hours:

   a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
   b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

2. If interruption continues for more than 24 hours:

   a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
   b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.
   c) Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.
   d) Credit to Customer
   Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and

2 General Rules and Regulations (cont'd)

2.10 AllowancesforInterruptionsinService(cont'd)

2.10.1 Credit for Interruptions (cont'd)

facilities furnished by the Company rendered useless or substantially impaired.

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

2.10.2 Limitations on Credit Allowances

No credit allowance will be made for:

a. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;

b. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;

2 General Rules and Regulations (cont'd)

2.10 AllowancesforInterruptionsinService(cont'd)

2.10.2 Limitations on Credit Allowances (cont'd)

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

d. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;

e. interruptions of service due to circumstances or causes beyond the control of the Company.

2.11 AutomaticNumberIdentification

2.11.1 Regulations

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

a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.

b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.

c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing

2 General Rules and Regulations (cont'd)

2.11 AutomaticNumberIdentification(cont'd)

2.11.1 Regulations (cont'd)

marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

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

f. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.11.2 Terms and Conditions

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

2 General Rules and Regulations (cont'd)

2.12 Emergency/Crisis/DisasterRestorationandProvisioning-Telecommunications ServicePriority

2.12.1 General

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

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.

2 General Rules and Regulations (cont'd)

2.12 Emergency/Crisis/DisasterRestorationandProvisioning-Telecommunications ServicePriority(cont'd)

2.12.2 TSP Request Process – Restoration

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

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
   a) National Security Leadership
   b) National Security Posture and U.S. Population Attack Warning
   c) Public Health, Safety, and Maintenance of Law and Order
   d) Public Welfare and Maintenance of National Economic Posture

2. 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.

3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (http://www.dhs.gov/telecommunications-service-priority-tsp). 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.

4. Submit the SF 315 to the OPT.

5. 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.

b. To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.12.2.a. above for restoration

2 General Rules and Regulations (cont'd)

2.12 Emergency/Crisis/DisasterRestorationandProvisioning-Telecommunications ServicePriority(cont'd)

2.12.2 TSP Request Process – Restoration (cont'd)

priority assignment except for the following differences. The user should:

1. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.12.2.a.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

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

d. 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.

2.12.3 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.

2 General Rules and Regulations (cont'd)

2.12 Emergency/Crisis/DisasterRestorationandProvisioning-Telecommunications ServicePriority(cont'd)

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

e. Pay the Company any authorized costs associated with priority services.

f. Report to the Company any failed or unusable services with priority levels.

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

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

2.12.4 Responsibilities of the Company

The Company will perform the following:

a. Provide TSP service only after receipt of a TSP authorization code.

b. Revoke TSP services at the direction of the end-user or OPT.

c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).

d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.

e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.

f. Confirm completion of TSP service order activity to the OPT.

g. Participate in reconciliation of TSP information at the request of the OPT.

h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.

2 General Rules and Regulations (cont'd)

2.12 Emergency/Crisis/DisasterRestorationandProvisioning-Telecommunications ServicePriority(cont'd)

2.12.4 Responsibilities of the Company (cont'd)

i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.

j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.

k. Disclose content of the NS/EP TSP database only as may be required by law.

l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.12.5 Preemption

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

2.13 CriticalFacilitiesAdministration

2.13.1 Program Overview

a. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a

2 General Rules and Regulations (cont'd)

2.13 CriticalFacilitiesAdministration(cont'd)

2.13.1 Program Overview (cont'd)

manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.

b. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

2.13.2 Customer Obligations

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

a. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."

b. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

2.13.3 Carrier Obligations

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

a. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier

2 General Rules and Regulations (cont'd)

2.13 CriticalFacilitiesAdministration(cont'd)

2.13.3 Carrier Obligations (cont'd)

equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.

b. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.

c. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.

d. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.

f. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.

g. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

2 General Rules and Regulations (cont'd)

2.13 CriticalFacilitiesAdministration(cont'd)

2.13.4 Rates

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

	Minimum	Maximum
Per Hour	$15.00	$75.00

3 Connection Charges

3.1 ConnectionCharge

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

3.1.2 Exceptions to the Charge

a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
b. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
c. The Company may from time to time waive or reduce the charge as part of a promotion.

3.2 RestoralCharge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2.7.1 of this Tariff.

	Business	Residence
Minimum:	$5.00	$5.00
Maximum:	$600.00	$600.00

3 Connection Charges (cont'd)

3.3 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the connection charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

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

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

Residence Charge per:	Move	Add	Change
Minimum:	$5.00	$5.00	$5.00
Maximum:	$150.00	$150.00	$150.00

Business Charge per:	Move	Add	Change
Minimum:	$5.00	$5.00	$5.00
Maximum:	$100.00	$100.00	$100.00

3.4 Charges Associated with Premises Visit

Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	2Hour MINIMUM	MAXIMUM
Per Premises Visit, Residence:	$50.00	$300.0
Per Premises Visit, Business:	$50.00	$300.0

Each Additional 15-min Increment after minimum is met: $21.25

3 Connection Charges (cont'd)

3.5 RecurringandNonrecurringCharges

In addition to the nonrecurring charges listed below, service order charges apply per main billing account as described in Section 3 of this tariff. Service is offered on a month to month basis or the customer may choose to commit to a minimum service term of twelve months. A twelve month service term is billed in advance. Service will automatically renew at the end of each twelve month term. Renewal charges will be billed in the eleventh month of the term. Twelve month service will be automatically converted to month to month service if the recurring charge is not paid by the end of the first full month of the new service term. Service may be canceled at any time prior to the first month of the new service term.

4 Residential Network Switched Services

4.1 General

Residential Network Switched Service provides a residential customer with a connection to the Company's switching network which enables the customer to:

a. place and receive calls from other stations on the public switched telephone network;
b. access the Company's local calling service;
c. access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
d. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

4.2 ServiceDescriptionsandRates

4.2.1 Residential Network Switched Service Options

Residential Flat Rate Service
Residential Message Rate Service
Key Residential Line Service

4.2.2 Charges for Residential Network Switched Service

Include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to optional voice mail and service features. Message charges apply to Message Rated Service, in addition to other rate elements described above.

4.2.3 Customer Provided Terminal Equipment

All Residential Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

4 Residential Network Switched Services (cont'd)

4.2 ServiceDescriptionsandRates(cont'd)

4.2.4 Flat Rate Service

a. Description

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in Section 8.

Each Flat Rate Service line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Flat Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

b. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	Minimum	Maximum
Nonrecurring Connection Charge:	$25.00	$200.00
Monthly Recurring Charges:		
Each Service Line	$10.00	$100.00

4.2.5 Message Rate Service

a. Description

Message Rate Service provides the customer with a single telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of the number of completed calls during the billing period. Local calling areas are as specified in Section 8.

4 Residential Network Switched Services (cont'd)

4.2 ServiceDescriptionsandRates(cont'd)

b. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

4.2.5 Message Rate Service (cont'd)

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

	Minimum	Maximum
Nonrecurring Connection Charge:	$10.00	$200.00
Monthly Recurring Charges:		
Each Base Service Line	$10.00	$100.00

c. Message Usage Charges

Per Message	$0.25

5 Business Network Switched Services

5.1 General

5.1.1 Connection to the Company's Switching Network

Enables customer to:

a. receive calls from other stations on the public switched telephone network;
b. access the Company's local calling service;
c. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
d. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

5.1.2 Connection at Customer Premise

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

5.1.3 Connection Charges

Connection charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Tariff.

5.2 ServiceDescriptionsandRates

The following Business Access Service Options are offered:

Basic Business Line Service

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

5 Business Network Switched Services (cont'd)

5.2 ServiceDescriptionsandRates(cont'd)

5.2.1 Basic Business Line Service

a. General
Basic Business Line Service provides a customer with a one or more voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis.

b. Flat Rate Basic Business Line Service
1. Description
Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in Section 8.

2. Recurring and Nonrecurring Charges
In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	Minimum	Maximum
Nonrecurring Connection Charge:	$5.00	$600.00
Monthly Recurring Charges:		
Each Service Line	$5.00	$200.00

c. Message Rate Basic Business Line Service

1. Description
Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 8.

2. Recurring and Nonrecurring Charges
Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing

5 Business Network Switched Services (cont'd)

5.2 ServiceDescriptionsandRates(cont'd)

5.2.1 Basic Business Line Service (cont'd)

period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	Minimum	Maximum
Nonrecurring Connection Charge:	$5.00	$600.00
Monthly Recurring Charges:		
Each Base Service Line	$5.00	$200.00
Voice Mail Option, per line	$5.00	$100.00

3. Message Usage Charges

Per Message	$0.05	$1.00

6 Special Services and Programs

6.1 Lifeline Telephone Service

Lifeline Telephone Service is a federal program which provides support to Eligible Telecommunications Carriers (ETC) that in turn offer discounts to eligible consumers. These companies are then reimbursed through the Lifeline Program. Consumers can apply for these discounts through their telecommunications carrier. The discount applies to one telephone line per eligible household.[1]

6.1.1 Lifeline Telephone Service Options

a. The federal Lifeline Program benefits eligible low-income subscribers by reducing their voice telephony service by $9.25 per month.

b. Basic Lifeline Service
This service provides a full waiver of the monthly federal subscriber line charge plus a reduction of $2.75 in the monthly Service Line rate (which is offset by a Federal intrastate revenue contribution is $6.50 reduction in the Federal Subscriber Line Charge and $2.75 reduction in the monthly rate for local exchange telephone service for residential customers for a flat rate federal discount of $9.25) for message rate Lifeline customers. There is no monthly allowance for local calls. Primary area and Home Region calls are untimed. Extended area calls (where available) are timed.

6.1.2 Eligibility

To participate in the program, consumers must either have an income that is at or below 135% of the federal Poverty Guidelines or participate in one of the following assistance programs:

a. Medicaid;
b. Supplemental Nutrition Assistance Program (Food Stamps or SNAP);
c. Supplemental Security Income (SSI);

[1] Pursuant to FCC Code of Federal Regulations Title 47 Section 54.407 (Lifeline) or Section 54.413 (Link Up), all ETCs are permitted to receive support for offering Lifeline services to qualifying low-income customers or reduced serviceconnectionchargesthroughLinkUp,

6 Special Services and Programs (cont'd)

6.1 LifelineTelephoneService(cont'd)

6.1.2 Eligibility (cont'd)

d. Federal Public House Assistance (Section 8);
e. Low-Income Home Energy Assistance Program (LIHEAP);
f. Temporary Assistance to Needy Families (TANF);
g. National School Lunch Program's Free Lunch Program;
h. Bureau of Indian Affairs General Assistance;
i. Tribally-Administered Temporary Assistance for Needy Families (TTANF);
j. Food Distribution Program on Indian Reservations (FDPIR);
k. Head Start (if income eligibility criteria are met); or
l. State assistance programs (if applicable).

The applicant must provide proof to the Company that he or she is certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or authorized representative of the customer, as designated by the New York State Department of Social Services and identified as so authorized on the customer's card for any of the above benefits.

In addition, applicants are eligible for discounted Life Line rates when approved to receive either a Veterans Disability Pension or a Veterans Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these pensions.

Life Line services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Life Line discount is credited as of the service connection date.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with the New York State Office of Temporary and Disability Assistance (OTDA) and/or the New York City Community Development Agency (CDA).

6 Special Services and Programs (cont'd)

6.1 LifelineTelephoneService(cont'd)

6.1.2 Eligibility (cont'd)

The Company, in coordination with appropriate agencies, will periodically verify each Lifeline customer's eligibility. If a customer is identified as being ineligible, the customer will be notified that unless the information is shown to be in error, the Lifeline discount will be discontinued. The customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

6.1.3 Charges

A qualified customer may choose one of the Lifeline services as described above. For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in 6.2, following.

Service connection charges do not apply to change existing service from:

a. Message Rate Service to Basic Lifeline Service;
b. Basic Lifeline Service to Message Rate Service.
c. Flat Rate Service to Flat Rate Lifeline service;
d. Flat Rate Lifeline Service to Flat Rate Service.

6.2 LinkUpAmerica

The Link Up America program, for eligible residents of Tribal Lands only, is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to $30.00.

6.2.1 Eligibility Criteria:

a. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in 6.1.2, above;

6 Special Services and Programs (cont'd)

6.2 LinkUpAmerica(cont'd)

6.2.1 Eligibility Criteria (cont'd)

b. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;

c. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

6.3 SpecialEquipmentforTheHearingorSpeechImpairedCustomer

6.3.1 General

As required by Section 92-a of New York State Public Service Law, the Company will provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.

6.3.2 Certification

A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of New York.

6.3.3 Company Obligation to Obtain Equipment

The Company will make every reasonable effort to locate and obtain equipment for a certified customer.

6 Special Services and Programs (cont'd)

6.3 SpecialEquipmentforTheHearingorSpeechImpairedCustomer(cont'd)

6.3.4 Customer's Option to Purchase Equipment

The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.

6.3.5 Terms of Equipment Purchase

The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

6.4 DiscountedServiceforTheHearingorSpeechImpairedCustomer

6.4.1 General

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a 50% discount on local message rate service.

6.4.2 Certification

Acceptable certifications are:

a. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of New York, or

6 Special Services and Programs (cont'd)

6.4 Discounted Service for The Hearing or Speech Impaired Customer (cont'd)

6.4.2 Certification (cont'd)

b. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

6.4.3 Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See Section 10, "Handicapped Person," for a listing of the necessary qualifications.

6.4.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

6.5 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (911 Service) is an arrangement of company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

6 Special Services and Programs (cont'd)

6.6 NewYorkRelayService

6.6.1 General

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

6.6.2 Regulations

a. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.

b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.

c. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

d. The following calls may not be placed through the Relay Service:
   1. calls to informational recordings and group bridging service:
   2. calls to time or weather recorded messages;
   3. station sent paid calls from coin telephones; and
   4. operator-handled conference service and other teleconference calls.

6 Special Services and Programs (cont'd)

6.6 New York Relay Service (cont'd)

6.6.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. in addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

6.7 Special Credit Card for Blind and Disabled Persons

6.7.1 General

Persons who are blind or whose disability causes difficult with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the state of New York at a special rate or to place calls from a telephone outside of the Company's territory, but within the state of New York at rates applicable to the territory from which the call is made.

6.7.2 Rates

Within the Company's Territory:
Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card with be billed at the higher operator handled rate.

6 Special Services and Programs (cont'd)

6.7 SpecialCreditCardforBlindandDisabledPersons (cont'd)

6.7.2 Rates (cont'd)

Outside the Company's Territory, but within New York State:
All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

6.7.3 Qualification

The follow criteria will be used to determine eligibility for the Special Credit Card:

1. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

2. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as result of physical limitations.

3. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or noncoin telephone. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist.

6.7.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

1. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. in this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.

2. Another party may agree to accept responsibility for payment of charges incurred through use of the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years

6 Special Services and Programs (cont'd)

6.7 SpecialCreditCardforBlindandDisabledPersons(cont'd)

6.7.4 Billing Authorization (cont'd)

of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

6.8 SchoolsandLibrariesDiscountProgram

6.8.1 General

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

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A schools level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national

6 Special Services and Programs (cont'd)

6.8 SchoolsandLibrariesDiscountProgram(cont'd)

6.8.1 General (cont'd)

school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules.

Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

6.8.2 Regulations

a. Obligation of eligible schools and libraries - Requests for service

1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC and follow established procedures.

3. Services requested will be used for educational purposes.

4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

b. Obligations of the Company

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included in Statement GRST 1.

6 Special Services and Programs (cont'd)

6.8 SchoolsandLibrariesDiscountProgram(cont'd)

6.8.2 Regulations (cont'd)

2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

6.8.3 Discounted Rates for Schools and Libraries

a. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.

b. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.

c. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.

d. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

6 Special Services and Programs (cont'd)

6.9 HealthCareProvidersSupportProgram

6.9.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

6.9.2 Regulations

a. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.

b. Reduced rates are available only to the extent that they are funded by the federal universal service fund.

c. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

d. Responsibility of eligible health care providers (cont'd)

   1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.

   2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.

6 Special Services and Programs (cont'd)

6.9 HealthCareProvidersSupportProgram(cont'd)

6.9.2 Regulations (cont'd)

3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.

4. A health care provider that cannot obtain toll free access to an Internet Service Provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.

5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

e. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs.

2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.

3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

6 Special Services and Programs (cont'd)

6.9 HealthCareProvidersSupportProgram(cont'd)

6.9.3 Rates and Charges

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

a. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.

b. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.

c. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

7 Special Arrangements

7.1 SpecialConstruction

7.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

a. nonrecurring charges;
b. recurring charges;
c. termination liabilities; or
d. combinations of a., b., and c.

7.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

    1. equipment and materials provided or used;
    2. engineering, labor, and supervision;
    3. transportation; and
    4. rights of way and/or any required easements.

b. Cost of maintenance.

c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.

e. License preparation, processing, and related fees.

f. Tariff preparation, processing and related fees.

g. Anyotheridentifiablecostsrelatedtothefacilitiesprovided;or

7 Special Arrangements (cont'd)

7.1 SpecialConstruction(cont'd)

7.1.2 Basis for Cost Computation (cont'd)

h. An amount for return and contingencies.

7.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

a. The period on which the termination liability is based is the estimated service life of the facilities provided.

b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
   1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
      a) equipment and materials provided or used;
      b) engineering, labor, and supervision;
      c) transportation; and
      d) rights of way and/or any required easements;
   2. License preparation, processing, and related fees;
   3. Tariff preparation, processing and related fees;
   4. Cost of removal and restoration, where appropriate; and
   5. Any other identifiable costs related to the specially constructed or rearranged facilities.

c. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3 preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

7 Special Arrangements (cont'd)

7.2 Non-RoutineInstallationand/orMaintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

8 Local Calling Areas

A. The following services are offered at rates specified in the attached Rate Schedule.

	Business	Residence
Measured Rate	X	X
Flat Rate	X	X

B. Local Calling Area

The Company offers service in and incorporates by reference the exchange maps and listings included in the following local tariffs.

Verizon New York Inc. (formerly NYNEX)

Frontier Telecom

Frontier of Rochester

Citizens Telecom CTC

Taconic Telephone Corp. d/b/a FairPoint Communications

Windstream

Fingerlakes Technology Group

9 Billing and Collection Services

9.1 BillingNameandAddressService

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 Telephone 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 Telephone Company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) for data communications services is furnished on a manual basis only.

9.1.1 Undertaking of the Telephone Company

a. A request for information on over 100 and up to 500 telephone numbers should be mailed to the Telephone Company. The Telephone 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 Telephone 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, may be the

9 Billing and Collection Services (cont'd)

9.1 BillingNameandAddressService(cont'd)

9.1.1 Undertaking of the Telephone Company (cont'd)

output from that service. The Telephone Company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

c. The Telephone Company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The Telephone Company will process and mail tapes which are the output of Recording Service every fifth business day.

d. The Telephone Company will specify the format in which requests and tapes are to be submitted.

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

f. The Telephone Company will provide the most current BNA information resident in its data base. 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 originated.

9.1.2 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

9 Billing and Collection Services (cont'd)

9.1 BillingNameandAddressService(cont'd)

9.1.2 Obligations of the Customer (cont'd)

Telephone 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 insure that BNA information, including that related to non-published and non-listed 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 Telephone Company in accordance with Telephone Company's procedures concerning confidential information. The Telephone Company will provide to the customer a statement of its procedures concerning confidential information.

d. The customer shall not publicize or represent to others that the Telephone Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA service.

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 Telephone Company. The Telephone 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 Telephone 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 Telephone Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following. Effective on the first of January, April, July and October of each year, the customer may update the jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months

9 Billing and Collection Services (cont'd)

9.1 BillingNameandAddressService(cont'd)

9.1.2 Obligations of the Customer (cont'd)

ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August and November). No prorating or back billing will be done based on the report. If the customer does not supply the report, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the order for service.

f. The Telephone Company shall use reasonable efforts to provide accurate and complete lists. The Telephone Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

9.1.3 Rate Regulations

a. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a Master BNA List for a customer.

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

9 Billing and Collection Services (cont'd)

9.1 BillingNameandAddressService(cont'd)

9.1.3 Rate Regulations (cont'd)

c. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate section, following, apply to each such message.
Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Telephone Company between interstate and intrastate.
The percentages provided in the reports as set forth in 9.1.2(e) 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.

e. Rates:

Service Establishment Charge	$200.00
Query Charge per Telephone Number	$0.10

10 Explanation of Terms

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

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

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

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

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

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

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

ATTENDANT
An operator of a PBX console or telephone switchboard.

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

10 Explanation of Terms (cont'd)

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

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

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

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

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

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

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

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

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

10 Explanation of Terms (cont'd)

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

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

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

COMPANY -The BlueBird Communications LLC, unless otherwise clearly indicated from the context.

COMMISSION
The New York State Public Service Commission.

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

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

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

DEMARCATION POINT
The physical dividing point between the Company's network and the customer.

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

10 Explanation of Terms (cont'd)

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

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

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

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

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

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

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

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

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

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

10 Explanation of Terms (cont'd)

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

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

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

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

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

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

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

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

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

10 Explanation of Terms (cont'd)

HANDICAPPED PERSON (cont'd)
Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.0.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.0., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

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

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

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

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

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

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

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

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

10 Explanation of Terms (cont'd)

KILOBIT
One thousand bits.

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

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

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

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

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

LOCAL SERVICE
Telephone exchange service within a local calling area.

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

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

MEGABIT
One million bits.

10 Explanation of Terms (cont'd)

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

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

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

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

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

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

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

PBX
A private branch exchange.

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

10 Explanation of Terms (cont'd)

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

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

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

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

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

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

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

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

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

10 Explanation of Terms (cont'd)

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

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

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

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

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

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

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

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

TERMINATION of SERVICE
Discontinuance of both incoming and outgoing service.

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

10 Explanation of Terms (cont'd)

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

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

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

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