

TierPoint CLEC, LLC
NY P.S.C. Tariff No. 1 - Telephone
Effective Date: June 17, 2016

Leaf No. 1
Revision: 0
Superseding Revision:

THIS TARIFF SUPERSEDES AND CANCELS IN ITS ENTIRETY
TELEPHONE NY P.S.C. TARIFF NO. 1
CURRENTLY FILED BY XAND CLEC, LLC

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO RESALE COMMON CARRIER SERVICES
PROVIDED BY TIERPOINT CLEC, LLC
WITHIN THE STATE OF NEW YORK

Issued By: Wendy Knudsen, Executive Vice President, Secretary and Chief Legal Officer
TierPoint CLEC, LLC
12444 Powerscourt Drive, Suite 450
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NY P.S.C. Tariff No. 1 - Telephone
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CHECK SHEET

The Title Page and Pages 1 through 95 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

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CONCURRING CARRIERS

No concurring carriers

CONNECTING CARRIERS

No connecting carriers

OTHER PARTICIPATING CARRIERS

No other participating carriers

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

When changes are made to any tariff page, a revised page will be issued canceling the tariff page affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) - To signify a change in regulation;
- (D) - To signify deletion or discontinuance;
- (I) - To signify change resulting in an increase in rate or charge;
- (M) - To signify material has moved from another location in the tariff without change;
- (N) - To signify new items in tariff;
- (R) - To signify change resulting in a reduction in rate or charge;
- (S) - To signify a reissued matter;
- (T) - To signify a change in text but no change in rate or charge;
- (Z) - To signify a correction.

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TARIFF FORMAT

Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a page with the same number followed by a letter will be added. For example, a new page added between Pages 14 and 15 would be Page 14-A; a second page added would be Page 14-B.

Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the New York Public Service Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of the various suspension periods, deferrals and other procedures, the New York Public Service Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

Paragraph Numbering Sequence – There are nine levels of paragraph coding:

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- 2.1.1.A.1.
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- 2.1.1.A.1.(a).1.
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Check Sheets – When a tariff filing is made with the New York Public Service Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (“*”). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the New York Public Service Commission.

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1. APPLICATION OF TARIFF

This Tariff contains the descriptions, regulations, and rates applying to resale common carrier telecommunications service provided by TierPoint CLEC, LLC (hereinafter, "Company") originating and terminating at locations within the State of New York. This Tariff is on file with the New York Public Service Commission and copies may be inspected during normal business hours at Company's principal place of business.

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2. TECHNICAL TERMS AND ABBREVIATIONS

- 2.1 Access.** The connection between the Customer's location and an interexchange switching center.
- 2.2 Access Line.** A transmission line from either an LEC central office or an IXC POP to the Customer's Premises used to process voice and limited speed data Calls.
- 2.3 Account Code.** A numerical code, assigned to the Customer, to enable the Company to identify use of the Services by the Customer and to bill the use of the Services by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.
- 2.4 Additional Period.** The minimum additional portion of a Calling Period after an Initial Period for which charges are incurred for completed Calls.
- 2.5 Authorization Code.** A predefined series of numbers to be dialed by the Customer or End User upon access to the Company's system to identify the caller and validate the caller's authorization to use the Services provided. All Authorization Codes shall be the sole property of the Company and no Customer or End User shall have any property or other right or interest in the use of any particular Authorization Code. The Customer is responsible for charges incurred through the use of its assigned Authorization Code. Automatic Numbering Identification (ANI) may be used as or in connection with the Authorization Code.
- 2.6 Automatic Numbering Identification (ANI).** A type of signaling provided by an LEC which automatically identifies the Calling Station.
- 2.7 Bit.** The smallest unit of information in the binary system of notation.

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2. TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

- 2.8 Call.** A completed connection established between a Calling Station and one or more Called Stations.
- 2.9 Calling Period.** The measured period of a Call which is either Initial or Initial and Additional.
- 2.10 Called Station.** The terminating point of a Call (*i.e.*, the Called number).
- 2.11 Calling Card.** A billing arrangement which bills the charge for an MTS Call to the Main Billing Number of a Customer.
- 2.12 Calling Card Services.** The Services described in Section 5.3 of this Tariff.
- 2.13 Calling Station.** The originating point of a Call (*i.e.*, the Calling number).
- 2.14 Common Carrier.** A company or entity providing telecommunications services to the public.
- 2.15 Company.** TierPoint CLEC, LLC Also referred to as “**TierPoint**”
- 2.16 Competitive Access Provider (CAP).** A Common Carrier engaged in the origination and/or termination of intrastate, interexchange Calls.
- 2.17 Competitive Local Exchange Carrier (CLEC).** A Common Carrier engaged in the provision of local dial tone and other local exchange services in competition with one or more LECs.
- 2.18 Customer.** A Person who orders Services under this Tariff and who is responsible for payment of all charges therefor and for complying with the terms and conditions set forth in this Tariff.

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2. TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

- 2.19 Customer Premises.** A location, on property owned, leased or otherwise controlled by Customer, that is designated by the Customer for the provision of the Services to the Customer pursuant to this Tariff.
- 2.20 Customer-Provided Equipment.** Telecommunications equipment provided by a Customer used to originate or terminate Calls at the Customer Premises.
- 2.21 Dedicated Access.** A non-switched circuit connecting a Customer Premises to an IXC POP with no intermediate switching functions.
- 2.22 DS-0.** A form of Service offered at digital signal level 0 and providing a 64 Kbps signal.
- 2.23 DS-1.** A form of private line Service offered at digital signal level 1 and providing a 1.544 Mbps signal.
- 2.24 DS-3.** A form of private line Service at digital signal level 3 and providing digital signals at the speed of 44.736 Mbps.
- 2.25 End User.** Any Person which uses the Services ordered by Customer under this Tariff. If at any time the Customer fails to make timely payment for the Services, satisfaction of the Customer's payment obligations with respect to Services utilized by an End User shall become the direct responsibility of the End User and said End User shall make immediate payment directly to Company of all associated overdue amounts. Notwithstanding the foregoing, the Customer shall not be relieved of its responsibility to fully satisfy its payment obligations under this Tariff.
- 2.26 FCC.** Federal Communications Commission.

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2. TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

- 2.27 **Fractional Charges and Credits.** Each month is considered to have thirty (30) days for billing purposes. To determine charges or credits for portions of months, the days remaining in the billing period (including the thirty-first (31st) day of a thirty-one (31)-day month) are counted, starting with the day after the date on which the Services were furnished or discontinued; that figure is divided by thirty (30) days and the resultant fraction is multiplied by the Monthly Charge to arrive at the Fractional Charge or Credit.
- 2.28 **Inbound Services.** The Services described in Section 4.2 of this Tariff.
- 2.29 **Incomplete Call.** Any Call as to which voice transmission between the Calling and the Called Stations is not established (*i.e.*, busy, no answer).
- 2.30 **Initial Period.** The minimum period for which charges are incurred for a completed Call.
- 2.31 **Installation Charge.** A fixed charge per unit which applies when certain Services are furnished.
- 2.32 **Interexchange Carrier (IXC).** A Common Carrier engaged in the transport of Calls and other telecommunications across LATA boundaries.
- 2.33 **Isochronous.** A characteristic of a periodic signal in which the time interval that separates any two corresponding significant instants or transitions of signal level is equal to the unit interval or to a multiple of the unit interval. No timing or clock lead is provided at the customer interface.
- 2.34 **KBPS.** Kilobits per second.
- 2.35 **KHZ.** Kilohertz.

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2. TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

- 2.36 LATA.** Local Access and Transport Area.
- 2.37 Local Exchange Carrier or LEC.** A Common Carrier that is, or once was, the exclusive provider of local dial tone and other local exchange services within its service areas.
- 2.38 Main Billing Number.** A telephone number assigned to Customer to which charges for the Services are billed.
- 2.39 MBPS.** Megabits per second.
- 2.40 MHZ.** Megahertz.
- 2.41 Minimum Payment Period.** The Minimum Payment Period is the minimum period, if any, for which the Customer is required to make payment for the Services. The Minimum Payment Period for a given Service is specified in the section of this Tariff applicable to that Service. Charges applicable to the Minimum Payment Period include recurring charges plus any nonrecurring and/or special construction charge(s) that may apply.
- 2.42 Monthly Charge/Monthly Recurring Charge.** A flat charge which applies for each month in which the Services are furnished to Customer and which is prorated for a fractional month of Service. Recurring charges for a Private Line Service include monthly charges, daily charges, hourly charges, per minute charges and usage charges.

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2. TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

- 2.43 Move Charge.** A charge which applies when the physical location of the termination of an office connection or an office function is changed at the Customer's request. A move is considered to be the discontinuance of service at the old location and the reinstallation of the service at the new location. Installation charges apply only for the components that are moved. A new minimum payment period will be established.
- 2.44 MTS.** Message Telecommunications Services.
- 2.45 Nonrecurring Charge.** One-time charges payable to the Company including Installation Charges, Service Ordering Charges and Special Construction Charges. Charges may differ according to the work activity involved, as specified for each Service provided by the Company under Section 5 of this Tariff.
- 2.46 NPA.** Numbering Plan Area, more commonly referred to as an area code.
- 2.47 NPA Centroid.** The center of the area code, sometimes used to calculate mileage for inbound 800 Calls where the NPA-NXX of the Calling Station is not available.
- 2.48 NXX.** The first three digits of the Customer's telephone number. "N" is a number between 2 and 9. "X" is a number between 0 and 9.
- 2.49 Off-Peak.** The time period extending from 7.00 P.M. up to, but not including, 7.00 A.M. local time Monday through Friday, plus all day Saturday and Sunday and Holidays.
- 2.50 Outbound Services.** The Services described in Section 4.1 of this Tariff.
- 2.51 Peak.** The time period extending from 7.00 A.M. up to, but not including, 7:00 P.M. local time Monday through Friday.

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2. TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

- 2.52 Person.** A natural being, firm, organization, partnership, association, corporation, or entity.
- 2.53 Point-of-Presence (POP).** The central switching office of an IXC where it interconnects with an LEC.
- 2.54 Private Line Service.** Private Line Service provides a Customer with a dedicated (non-switched) connection between two (2) or more Customer locations, as specified by the Customer.
- 2.55 Rate Center.** A group of central offices determined by NPA Centroid or NPA-NXX.
- 2.56 Recognized National Holidays.** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 2.57 RespOrg.** The entity responsible for the management of, and which may access and modify, a subscriber's record in the SMS/800 database. A RespOrg must meet certain eligibility criteria established by the FCC.
- 2.58 Reseller.** Any Person which obtains Services under this Tariff for the purpose of reselling those Services to End Users. The Reseller shall be deemed to be the Customer of such resold services.
- 2.59 Service.** The telecommunications services provided by the Company pursuant to this Tariff as described in Sections 4 and 5 of this Tariff.

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2. TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

- 2.60 Service Order.** A Customer order for installation, move, or record change related to the Services.
- 2.61 Special Construction Charge.** A charge associated with an installation of the Services requiring unique or additional equipment or facilities.
- 2.62 Switched Access.** A switched circuit connecting a Customer Premises to an IXC POP with intermediate switching functions.
- 2.63 Underlying Carrier.** A facilities-based carrier which provides transport services that are resold by the Company.
- 2.64 Usage Charge.** Charges stated as a function of, and which vary with, use (e.g., per connection, per unit of time, per occasion or per switch operation); Usage Charges are set forth for each Service provided by the Company in Section 6 of this Tariff.

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3. RULES AND REGULATION

3.1 Undertaking of the Company.

- 3.1.1. Scope.** The Company undertakes to provide the Services in accordance with the terms and conditions set forth in this Tariff. The Services are furnished for communications originating and terminating at points within the State of New York.
- 3.1.2. Provision of Customer Equipment.** Customer-Provided Equipment may be used with the Services. The Company does not provide such equipment.
- 3.1.3. Agency.** The Company may act as an agent for the Customer in connection with the implementation and maintenance of the Services.
- 3.1.4. Routing.** The Company will maintain sole and absolute discretion over the routing of Calls originated by the Customer pursuant to this Tariff and the channels and/or service components used to provide the Services. The Company will maintain sole and absolute discretion over the selection of the Underlying Carrier over whose network Calls originated by the Customer pursuant to this Tariff will be carried and will be under no obligation to notify End Users of any change in the Underlying Carrier.
- 3.1.5. Minimum Call Completion Rate.** The Customer can expect a Call completion rate (*e.g.*, number of Calls completed/number of Calls attempted) of not less than ninety percent (90%) during peak use periods.

3.2 Limitations.

- 3.2.1. Availability of Services.** The Services are offered subject to the availability of facilities and under the terms and conditions contained in this Tariff. The Company's obligation to furnish the Services is dependent upon its ability to obtain, retain and maintain without unreasonable expense access to suitable facilities, including service arrangements with Underlying Carriers, and is subject to transmission, atmospheric and like limitations. The Services may be temporarily refused or limited due to limitations in system capacity or to other circumstances beyond the Company's control. The Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs, or similar activities necessary for the proper or improved operation of the Services.

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3. RULES AND REGULATION (CONT'D)

3.2 Limitations. (Cont'd)

3.2.2. Rights of the Company. The Company reserves the right to refuse or limit the use of or suspend (pursuant to Section 3.15.1) or terminate (pursuant to Section 3.15.2) Service to the Customer without incurring liability:

- A.** For non-payment when due of any amount due and owing to the Company by Customer.
- B.** For failure by Customer to make a security deposit within a reasonable time.
- C.** For violation of, or failure to comply with, the terms and conditions of this Tariff by the Customer of either the provisions of this Tariff or for violation of any laws, rules, regulations, or policies of a governmental authority applicable to the Services and Customer's use thereof.
- D.** By reason of an order or decision of a court or other governmental authority which prohibits the Company from furnishing the Services.
- E.** In the event that Company's service arrangement with one or more Underlying Carriers is terminated and Company is unable to secure another service arrangement without incurring unreasonable expense.
- F.** When necessitated by conditions beyond the Company's control. Conditions beyond the Company's control include, but are not limited to, the Customer generating Call volume or utilizing a Calling pattern that results, or may result, in network blockage or other service degradation which adversely affects the Service to other customers of the Company.

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3. RULES AND REGULATION (CONT'D)

3.2 Limitations. (Cont'd)

3.2.2. Rights of the Company. (Cont'd)

- G.** For abuse or fraudulent use of the Services by the Customer or its End Users. Abuse of the Services includes, without limitation, the making of Calls which might reasonably be expected to frighten, abuse, torment or harass another or which in any way would interfere unreasonably with the use of the Service by others. Fraudulent use of the Services includes, without limitation: (1) use of the Services to transmit a message, locate a person or otherwise give or obtain information without payment for the Services; (2) use, or attempted use, of the Services with the intent to avoid payment therefor by rearranging, tampering with, or making connections not authorized by this Tariff to any service components or through use of fraudulent means, devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices; (3) use of an Inbound Service with the intent of gaining access to an outbound calling capability on an unauthorized basis; or (4) use of fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- H.** For submission or use by Customer of insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers.
- I.** If the Company deems such action necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or the Services.

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3. RULES AND REGULATION (CONT'D)

3.2 Limitations. (Cont'd)

- 3.2.3. Restoration of Service.** The Company will provide or restore the Services when the Customer is in compliance with the provisions of this Tariff and all applicable laws, rules, regulations and policies of pertinent governmental authorities and the Company determines that the Services can be provided without undue risk to the Company or the Services provided to other Customers of the Company.
- 3.2.4. Fraud Prevention.** In order to control fraud, the Company may refuse to accept Calling Card Calls or discontinue the use of Authorization Codes which it determines to be fraudulent or invalid and/or may limit the use of these billing options to or from certain areas.
- 3.2.5. Emergency Conditions.** The use and restoration of the Services during emergency conditions shall be in accordance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, which specifies the priority system for such use and restoration.
- 3.2.6. Property Rights.** The Customer will obtain no property right or interest in the use of any specific type of facility, service connection, equipment, number, process or code. All right, title and interest to such items will remain, at all times, solely with the Company.

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3. RULES AND REGULATION (CONT'D)

3.3 Liability of the Company.

3.3.1. General. The Company's liability, if any, for damages associated with the ordering (including the reservation of any specific number for use with a Service), installation (including delays associated therewith), provision, termination, maintenance, repair or restoration of the Service or associated facilities offered under this Tariff, shall be limited as follows:

- (A) With respect to any Private Line Service offered by the Company under this Tariff, the Company's liability shall not exceed an amount equal to the proportionate Monthly Recurring Charge or Charges for the Service for the period during which the Service was affected. The Company shall not be responsible to the Customer or user if changes in any of the facilities, operations or procedures of the Company utilized in the provision of DS-1 Service render any facilities provided by a Customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. The Company is not liable for any act or omission of any other carrier providing a portion of a Private Line Service.

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3. RULES AND REGULATION (CONT'D)

3.3 Liability of the Company. (Cont'd)

3.3.1. General. (Cont'd)

- (B) With respect to any Outbound or Inbound Service provided by the Company which involves Dedicated Access, shared interexchange transmission, and shared termination, the Company's liability shall not exceed an amount equal to the proportionate Monthly Recurring Charges, including any Service charges, minimum Monthly Charges, basic feature package charges, Monthly Charges for optional features, charges for Dedicated Access facilities, and any other Monthly Charges, for the period during which the Service was affected, or, if only a transmission using the shared interexchange facilities is interrupted, an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made.
- (C) With respect to any Outbound or Inbound Service provided by the Company which involves Switched Access, shared interexchange transmission, and shared termination, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Customer's station at the time, and over the range, of the affected Call, taking account of the form of Service and type of termination the Customer had selected.

The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the Initial Period charge to the Customer under this Tariff for the Call during which such mistake, omission, interruption, delay, error or defect in transmission occurs. Other than amounts that may be due the Customer under this Tariff as a credit allowance, the Company shall have no further liability for damages or losses arising out of mistakes, omissions, interruptions, delays, errors or defects in the provision of the Services and/or associated equipment and facilities.

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3. RULES AND REGULATION (CONT'D)

3.3 Liability of the Company. (Cont'd)

3.3.2. Other Carriers. The Company shall not liable for any act or omission of any other company or companies furnishing services to the Customer in conjunction with the Services, or for damages associated with services, channels or equipment which it does not furnish, or for damages which result from the operation of Customer-Provided Equipment or services furnished by other companies which are interconnected with the Company's Services. The liability of any Underlying Carrier to the Customer or any End-User shall be limited by the tariffs pursuant to which such carrier provides network services.

No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization from the Company.

3.3.3. Consequential or Special Damages. The Company's liability for its gross negligence or willful misconduct is not limited by this Tariff Regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including, without limitation, negligence of any kind whether active or passive, the Company shall not be liable for any indirect, incidental, consequential, reliance, special or punitive damages, including, without limitation, damages for lost profits, of any kind or nature whatsoever, arising out of the provisions or interruption of the Services provided under this Tariff absent a determination of gross negligence or willful misconduct in a judicial or administrative proceeding.

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3. RULES AND REGULATION (CONT'D)

3.3 Liability of the Company. (Cont'd)

3.3.4. Customer Premises/Customer-Provided Equipment. The Company shall not be liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of the Services or attachment of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence. The Customer shall indemnify and save harmless the Company from any claims of the owner of the Customer Premises or other third party claims for such damages.

The Company shall not be liable for the Customer's failure to fulfill its obligation to take all necessary steps, including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Services, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in the applicable subsections of this Tariff, and that the signals do not damage the Company's equipment, injure its personnel, or degrade service to other Customers. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Services to the Customer without liability.

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3. RULES AND REGULATION (CONT'D)

3.3 Liability of the Company. (Cont'd)

3.3.4. Customer Premises/Customer-Provided Equipment. (Cont'd)

The Company shall not be responsible for the installation, operation or maintenance of any Customer-Provided Equipment Where Customer-Provided Equipment is used in conjunction with the Services, the responsibility of the Company shall be limited to the furnishing, and the maintenance and operation in the proper manner, of the Services, and shall not include responsibility for the quality of, or defects in, the signal that are caused by the Customer-Provided Equipment. Subject to the above, the Company shall not be responsible for the through transmission of signals generated by, the reception of signals by, or network control signaling where such signaling is performed by Customer-Provided Equipment.

3.3.5. Force Majeure. The Company shall not liable for any failure of performance here under due to causes beyond its control, including, but not limited to: unavoidable interruption in the working of transmission facilities; acts of nature; storms, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or, notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

3.3.6. Notice. Notwithstanding anything to the contrary set forth in this Section 3.3, the Company shall not be liable for damages or be obligated to provide any credit allowance unless the Customer has notified the Company of the basis of any claim for damages or credit allowance within thirty (30) calendar days after an invoice is rendered or a debit is effected by the Company for the Services or the Call giving rise to such claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim. Usage discounts will be adjusted based on total usage after all credits or adjustments have been applied.

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3. RULES AND REGULATION (CONT'D)

3.3 Liability of the Company. (Cont'd)

3.3.7. Unauthorized Use. The Company shall not be liable for any damages, including Usage Charges, that the Customer may incur as a result of the unauthorized use of Customer-Provided Equipment. The unauthorized use of Customer-Provided Equipment includes, but is not limited to, the placement of Calls from the Customer Premises and the placement of Calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network Services without the authorization of the Customer. The Customer is responsible for controlling access to, and use of, its own communications equipment, and shall be fully liable for all such charges.

3.3.8. Explosive Atmosphere. The Company does not guarantee or make any warranty with respect to the Services or the installation thereof at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such Service or installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party for any personal injury to, or death any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of the Services at such location.

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3. RULES AND REGULATION (CONT'D)

3.3 Liability of the Company. (Cont'd)

3.3.9. Indemnification. The Company shall be indemnified, defended and held harmless by the Customer against any and all loss, claims, demands, suits or other action, or any liability whatsoever, arising from the use of the Services furnished pursuant to this Tariff involving:

- (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company; violations of any other literary, intellectual, artistic, dramatic, or musical right; violations of the right to privacy; or violations of any other rights whatsoever relating to or arising from message content or the transmission thereof.
- (B) Claims arising out of abuse of or fraudulent use of the Services by the Customer or its End Users.
- (C) All other claims arising out of any act or omission of the Customer in connection with the Services provided by the Company.

Company shall not be liable for, and Customer shall indemnify and hold Company harmless from, all losses, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or any other Person, for any personal injury to, or death of, any Person, and for any loss, damage, defacement or destruction of the equipment or premises of Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of equipment or wiring provided by Company, when such installation, operation, failure to operate, maintenance, condition, use or location is not the direct result of Company's gross negligence or willful misconduct.

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3. RULES AND REGULATION (CONT'D)

3.3 Liability of the Company. (Cont'd)

3.3.10. Independent Contractor. Company's relationship with any underlying carrier that may provide facilities to Company for resale to Customer is that of an independent contractor and Company and any such underlying carrier shall not be deemed to be partners or joint venturers by virtue of this relationship. No agents or employees of other carriers shall be deemed to be agents or employees of Company.

3.3.11. Implied License. No license under patents, copyrights, trademarks, or trade secrets is granted to Customer by Company, or shall be implied or arise by estoppel, with respect to the Services.

3.4 Transfer or Assignment of Service. The Customer may transfer or assign the right to receive the Service under this Tariff, including the right to use any associated telephone number(s), to a new Customer, provided that (1) the Customer notifies the Company in writing of the proposed transfer or assignment to the new Customer and the, date upon which the transfer or assignment will become effective, (2) the new Customer notifies the Company in writing, prior to the proposed effective date of the transfer or assignment, that the new Customer agrees to assume all obligations of the Customer as of the time of transfer or assignment proposed by the Customer, including (i) all outstanding indebtedness for the Service or otherwise provided under this Tariff up to and including the date of transfer or assignment, (ii) the unexpired portion of any applicable Minimum Payment Period(s) undertaken by the Customer, (iii) the unexpired portion of any term of Service and usage and/or revenue commitments, and (iv) any applicable termination liabilities, and (3) the Company approves the transfer or assignment.

The transfer or assignment does not relieve or discharge the Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment. Neither the Customer nor the new Customer will obtain a property right or interest in the use of any specific type of facility, Service connection, equipment, number, process or code. All right, title and interest to such items will remain, at all times, solely with the Company.

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3. RULES AND REGULATION (CONT'D)

- 3.5 Interruption of Service.** Credit allowances for the interruption of the Services are subject to the general limitation and liability provisions set forth in Sections 3.2 and 3.3 of this Tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in Services for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

With respect to Private Line Services, a credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff. An interruption is considered to have occurred when the Customer reports a circuit or arrangement to be inoperative, releases it for testing and repair and the Company determines that it is inoperative. A circuit is considered inoperative when the Company determines that continuity has been lost or that the service is operating at a performance level of 4320 or more seconds of transmission containing errors in a consecutive 24-hour period, for DS-1 Service, or 1728 error seconds in a consecutive twenty-four hour period for DS-3 Service. When this service is provided end-to-end fiber optic facilities, the service shall be considered inoperative if it is determined by the Company that continuity of its facilities has been lost or that the Company's service is operating at a performance level of 1728 or more seconds of transmission containing errors in a consecutive 24-hour period. If the Customer reports and interruption but declines to release the circuit for repair and continues to use it, the circuit is considered to be impaired, not inoperative, and no credit allowance is made. An interruption period starts when an interruption is reported to the Company and ends when the circuit or arrangement is operative. In certain instances, the Customer may be asked to surrender a circuit for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit will be given. The credit will be determined in the same manner as an allowance for any circuit interruption.

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3. RULES AND REGULATION (CONT'D)

3.6 Use of Service.

- 3.6.1. Authorized Use.** The Services may be used solely to transmit communications of the Customer or authorized End Users in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the New York Public Service Commission. The Services are furnished for the transmission of voice communications, but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the Services and the laws, rules and regulations of the New York Public Service Commission. Private Line Services may be used for any purpose consistent with its transmission or switching parameters.
- 3.6.2. Limitations.** The Services are furnished subject to the condition that it will be used only for authorized and lawful purposes by the Customer. The Customer may not use the Services for any unauthorized or unlawful purpose.
- 3.6.3. Compatibility.** The Customer's use of the Services shall not interfere with or impair the Company's ability to provide the Services to other customers, cause damage to the Company's equipment or resold equipment, impair the privacy of communications over the Company's system or create hazards to the employees of any company or the public.
- 3.6.4. Modifications.** The Customer may not rearrange, disconnect, remove, modify or attempt to repair or permit others to rearrange, disconnect, remove, modify or attempt to repair any Company facility without the prior written consent of the Company.

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3. RULES AND REGULATION (CONT'D)

3.7 Obligations of the Customer.

- 3.7.1. Entry.** The Customer shall make Company-provided facilities on Customer Premises available upon reasonable notice from Company (which notice shall be in writing, except in emergency situations), for such tests, adjustments, and inspections as may be necessary to maintain such facilities in satisfactory condition or to determine whether the requirements of this Tariff are being complied with in the installation, operation and maintenance of Customer's or Company's equipment. The Customer shall permit or obtain permission for the Company employees and agents to enter Customer Premises at any hour under mutually agreeable arrangements for the purpose of maintaining or repairing Company-provided facilities. Customer shall make Company-provided facilities available for installation, periodic maintenance or removal at all times.
- 3.7.2. Preservation of Rights.** The Customer shall provide for the Company's rights under this Tariff in any and all agreements or arrangements with third parties.
- 3.7.3. Permits.** The Customer shall secure all permits, licenses, rights-of-way, services, variances and other arrangements necessary to allow for the installation and operation of the Services by Company on the Customer Premises.
- 3.7.4. Customer Premises.** The Customer shall ensure the physical security of all Company facilities located on Customer Premises. The Customer shall provide for power, power lines and power line conditioning; conduit; heating and cooling building space; internal and external building wiring; and entrance facilities on Customer Premises. Such Customer responsibilities shall be performed in accordance with procedures established by the Company in a timely manner for the installation and operation of Company facilities located on Customer Premises. The Customer shall maintain safe premises at which Company employees may install or maintain facilities of Company. Customer responsibility shall include compliance with all laws and regulations regarding the conditions at such premises, including, but not limited to the provision, installation and maintenance of sealed conduits with explosive-proof fittings between facilities furnished by the Company in explosive atmospheres and points outside the hazardous area where connection may be made with the facilities of the Company and installations and maintenance within the hazardous area if, in the opinion of the Company, injury or damage to the Company employees or property might result from installation or maintenance by the Company.

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3. RULES AND REGULATION (CONT'D)

3.7 Obligations of the Customer. (Cont'd)

- 3.7.5. Cooperation.** The Customer shall cooperate with the Company in installation, trouble determination and fault isolation. The Customer shall furnish such information on a continuing basis as is required by the Company to prepare, install, provide and maintain the Services.
- 3.7.6. Damage/Loss.** The Customer shall be responsible for and reimburse the Company for loss of or damage to Company-provided facilities, or necessary repair or replacement of Private Line Services, resulting from the negligence or willful act or omission of the Customer or its officers, employees, agents or contractors or others authorized by the Customer, improper use of a Private Line Service, or any use of equipment or systems provided by the Customer or others authorized by the Customer.
- 3.7.7. Compatibility.** The Customer shall ensure that Customer-Provided Equipment and facilities are fully compatible with the Services and do not interfere with, or impair, the Services provided by the Company to other customers and do not endanger the safety of Company employees or the public or damage or interfere with the proper functioning of Company's facilities.
- 3.7.8. Notice of Service Interruption.** It shall be the obligation of the Customer to notify the Company of any interruption in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within its control, or is not in wiring or equipment, if any, furnished by the Customer. The Customer shall be responsible for payment of a maintenance service charge in the event that a service difficulty or trouble report results from Customer acts or omissions or Customer-Provided Equipment connected to the Services.
- 3.7.9. Interconnection.** The Customer shall take all necessary steps for the interconnection of Customer-Provided Equipment with Company-provided facilities. Interconnection between Customer-Provided Equipment and the Services, or between facilities or services provided to the Customer by another carrier and the Services, may be made by the Customer at an interface point designated by the Company. All terminal equipment and wiring necessary to connect to the channels at the designated interface point are provided by the Customer.

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3. RULES AND REGULATION (CONT'D)

3.7 Obligations of the Customer. (Cont'd)

3.7.10. Safeguards. In order to protect the Company's facilities and personnel and the services provided by the Company to other customers from potentially harmful effects, the signals applied to the Services shall not induce harmful voltage or currents either in the conductors or between the conductors and ground.

3.7.11. Operating Characteristics. When the Services are used in connection with Customer-Provided Equipment, the operating characteristics of such facilities shall be such as not to interfere with any other service offered by the Company. The use of such facilities shall not endanger the safety of Company employees or the public, damage or require change in or alteration of facilities of the Company, interfere with the proper functioning of such facilities, or otherwise injure the public in its use of the Company's services. Upon notice from the Company that any facility provided by the Customer is causing or is likely to cause such hazard or interference, the Customer shall take such steps as shall be necessary to promptly remove or prevent such hazard or interference.

3.7.12. Inspections. The Company may, upon reasonable notice to the Customer, make such inspections, including monitoring of the Customer's use of the Services, as may be necessary to determine that requirements of the Tariff are being complied with in the installation, operation and maintenance of Customer-Provided Equipment connected to Company facilities.

3.8 Application For Service, Service Period, Payment Arrangements and Credit Allowances.

3.8.1. Application for Service. The Company may require the Customer to submit an executed Service Order as a condition precedent to the initial establishment of the Services. The Company may make reasonable inquiries as to the credit worthiness of the Customer in order to determine whether or not at its discretion to accept the Customer's application for the Services. The Company may accept additions or changes to the Services verbally or in writing. Applications for the Services, including those for the installation, connection, repair, modification or termination of the Services, will be accepted only from the Customer or an authorized agent of the Customer.

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3. RULES AND REGULATION (CONT'D)

3.8 Application For Service, Service Period, Payment Arrangements and Credit Allowances. (Cont'd)

3.8.2. Establishment of Credit. The Customer establishes credit by completing a Credit Application and other information or guarantees as may reasonably be required.

3.9 Customer Deposits.

Company reserves the right to require any Customer whose credit has not been established to the sole and exclusive satisfaction of Company at the time of application to make a deposit to be held as a guarantee of payment of charges. In addition, an existing subscriber may be required to make or increase a deposit at the sole discretion of the Company. Customer is not, as a result of having made a deposit, relieved from complying with the provisions of this Tariff pertaining to prompt payment of bills on presentation. The deposit may be retained for as long as the financial condition/credit worthiness of Customer is considered to be unsatisfactory by Company. A deposit will not exceed the estimated charges for six (6) months' service to Customer plus installation. Interest on a cash deposit will be paid to Customer so long as Company retains Customer's deposit, at the rate determined annually by the New York Public Service Commission. The deposit will be returned under the following conditions:

- (i) when an application for the Services has been canceled prior to the establishment of the Services. The deposit will be applied to any charge applicable in accordance with the Tariff and the excess portion of the deposit will be returned;
- (ii) at the end of six (6) months satisfactory credit payment history, i.e., Customer has not experienced a service discontinuation within the previous six months, or received a notice of discontinuance for nonpayment in two (2) or fewer of the previous six (6) months, and a satisfactory financial condition/credit worthiness customer; or
- (iii) upon the discontinuance of the Services. Company will refund Customer's deposit or the balance in excess of unpaid bills for that the Services. At the option of Company, a deposit may be refunded or credited to Customer at any time prior to the termination of the Services.

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3. RULES AND REGULATION (CONT'D)

3.10 Placement of Orders.

3.10.1. General. The Customer is responsible for placing Service Orders. The Service Order shall identify the Services to be provided, indicate the locations at which the Services are to be installed, state the date on which the Services shall begin and provide a billing and a contact name and address for the Services. When a Customer places an order for a Private Line Service, the following information must be provided so that the Company can design, install, maintain and bill the Private Line Service ordered:

The category of Private Line Service, interface and signaling (if required),

The service period (for part-time private line services),

The Customer's billing name and address, and

The design information contained in the design layout record for other access when an order is placed to connect other access without access coordination by the Company.

3.10.2. Agency. The Customer may appoint an agent to act on its behalf. The Company will accept orders from an agent appointed by the Customer; an agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the Services will be sent to the agent. The bill will be issued in the name of the Customer, in care of the agent. The Customer retains responsibility for compliance with tariff regulations and any act or omission of the agent, regardless of any limitations the Customer may place on the agent's authority.

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3. RULES AND REGULATION (CONT'D)

3.10 Placement of Orders. (Cont'd)

3.10.3. Automatic Numbering Identification Service. A Telephone Corporation may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- (i) 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 subscriber's original call or transaction.
- (ii) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- (iii) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- (iv) 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 paragraph (i) above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- (v) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

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3. RULES AND REGULATION (CONT'D)

3.10 Placement of Orders. (Cont'd)

3.10.3. Automatic Numbering Identification Service. (Cont'd)

- (vi) 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 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 the terms and conditions determined by the Commission.

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 Sections 24, 25 and 26 of the Public Service Law.

3.11 Cancellation or Delay of Service Orders.

- 3.11.1. Cancellation of a Service Order.** The Customer may cancel a Service Order at any time prior to the due date. A Service Order is considered to have been canceled when the Company receives a notification of cancellation from the Customer. Such notification may not be retroactive. Cancellation charges will be equal to the Installation Charge applicable to the Service involved, unless the cancellation is caused by Company delay, or otherwise specified in the section of this Tariff applicable to the specific Services.

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3. RULES AND REGULATION (CONT'D)

3.11 Cancellation or Delay of Service Orders. (Cont'd)

3.11.2. Delay of a Service Order.

- A. Delay of a Due Date by the Customer.** The Customer may delay the due date of a Service Order involving the installation, move, rearrangement or change of the Services when: (i) the request for the delay is received by the Company prior to the Service Order's due date; and (ii) the total delay measured from the Service Order's initial due date does not exceed thirty (30) cumulative calendar days. Service Orders involving the discontinuance of Service may be delayed at any time prior to the due date. There will be no maximum delay period for these orders. A Customer having delayed a Service Order for the maximum thirty (30) cumulative calendar day period may not delay the Service Order again. The Customer instead has the option to (1) accept billing for the Services ordered, or (2) cancel the Service Order and pay the applicable Nonrecurring Charge(s) for the Services ordered. The billing or cancellation is effective on the thirtieth (30th) cumulative calendar day of the delay. If the Customer elects to accept billing, the installation will be completed as soon as reasonably practical after the Customer advises the Company.
- B. Delay of a Due Date by the Company.** The Company will make every reasonable effort to assure that the Services are furnished on the due date. However, in some cases a delay in the installation may be unavoidable. If an order is delayed beyond its due date for more than forty-five (45) cumulative calendar days and such delay is not requested or caused by the Customer, the Customer may cancel the Service Order without penalty or payment of Nonrecurring Charges.

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3. RULES AND REGULATION (CONT'D)

3.11 Cancellation or Delay of Service Orders. (Cont'd)

3.11.2. Delay of a Service Order. (Cont'd)

- C. **Critical Dates for Cancellation of Private Line Service Orders.** A critical date schedule is established by the Company for each Private Line Service Order placed by a Customer. The Company uses this schedule to identify key activities in the Service Order process, to monitor the progress of the installation, and to administer the schedule of cancellation charges. Critical date schedules may vary between Service Orders. The specific critical dates which have been established for a given Service Order can be obtained from the Customer's TierPoint sales negotiator. The critical dates monitored by the Company are:

Application Date (APP): The date on which the Customer provides a firm commitment and sufficient information to the Company to proceed with issuance of a firm order for service.

Schedule Issue Date (SID): The date on which the Service Order is entered into the Company's Service Order distribution system.

Design Layout Report Date (DLRD): The date on which the Design Layout Report or access interface information is received by the Company from the local exchange company.

Records Issue Date (RID): The date on which all circuit design and assignment information is sent to the central office installation force.

Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is completed, all plug-ins are optioned and aligned, and frame continuity is established.

Circuit Test and Acceptance Date (CTA): The date on which overall testing of the Service is completed.

Due Date (DD): The date that has been established for completion of the installation of a Private Line Service.

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3. RULES AND REGULATION (CONT'D)

3.11 Cancellation or Delay of Service Orders. (Cont'd)

3.11.2. Delay of a Service Order. (Cont'd)

C. Critical Dates for Cancellation of Private Line Service Orders. (Cont'd)

If a Service Order for Private Line Service is cancelled by the Customer prior to the SID, no cancellation charge applies. For cancellations by the Customer on or after the SID, a cancellation charge will apply. The amount of the cancellation charge will vary according to the category of Service ordered and the date reached in the critical date schedule. If the Customer or the Company delays the due date of a Service Order in accordance with 3.11.2.A or B above, the critical date schedule for the Service Order will be revised for those critical dates not yet passed. Subsequent cancellation of the delayed Service Order by the Customer will cause a cancellation charge based on the revised schedule to be incurred.

3.12 Customer Service. Customer Service may be contacted in writing at TierPoint CLEC, LLC, 17 Skyline Drive, Hawthorne, New York, 10532?? The Customer can reach Customer Service via telephone by calling (914) 592-8282. Customer Service representatives are available to assist with complaints during Company's regular business hours.

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3. RULES AND REGULATION (CONT'D)

3.13 Rendering and Payment of Bills.

The Customer is ultimately responsible for payment of all charges for the Services provided by the Company to the Customer and its End Users, including, but not limited to, charges associated with Calls originated at the Customer's number(s), accepted at the Customer's number(s) or billed to the Customer's number(s) via Calling Cards, and the Services requested by the Customer.

3.13.1. Billing Period. The billing period is generally one calendar month; provided, however, that for purposes of billing Monthly Recurring Charges, each month is considered to have 30 days. Usage Charges for the Services will be billed monthly in arrears; Monthly Recurring Charges will be billed monthly in advance; one-time fees will be billed upon completion of the associated Service. Monthly Charges start on the day after the Services are installed, but not before the due date of the order unless the Customer agrees to an earlier installation. Monthly Recurring Charges accrue through and include the day that the Services are discontinued.

3.13.2. Rendering Bills. Bills will generally be rendered on a monthly basis. Bills are sent via U.S. mail to the most recent billing address provided to the Company by the Customer. Some bills may be rendered by an LEC on behalf of the Company.

3.13.3. Payment of Bills. Message charges for the Service will be billed monthly in arrears; monthly recurring charges will be billed monthly in advance; one-time fees will be billed upon completion of the associated service. All payments for bills rendered are due in their entirety within ten (10) days of the invoice date.

3.13.4. Late Charge. If any portion of a payment is still outstanding thirty (30) days following the invoice date, a late payment charge may be applied. The charge is determined by applying a rate of one and one half percent (1.5%) per month (or if less, the maximum rate allowed by law) to the unpaid balance for each month or fraction thereof that such balance remains unpaid.

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3. RULES AND REGULATION (CONT'D)

3.13 Rendering and Payment of Bills. (Cont'd)

3.13.5. Disputed Charges. Billing will be deemed to be correct and binding on Customer unless Customer notifies Company in writing of any dispute within thirty (30) days of the date of the invoice on which the disputed charges appear. Disputed charges and subsequent billings must be paid on a timely basis by Customer pending resolution of any dispute over charges. Customer may request, and Company will provide, a review of the disputed amount. (The undisputed amount must be paid on a timely basis or Service may be subject to disconnection.) If, after investigation and review by Company, disagreement continues to exist concerning the disputed amount, Customer may file an appropriate complaint with the New York Public Service Commission at the following address:

New York Public Service Commission
Agency Building 3
Three Empire State Plaza
Albany, New York 12223
(800) 342-3377

3.13.6. Returned Checks. If payment for the Services is made by a check, draft or similar instrument that is returned by a bank to Company for any reason, a returned check charge of twenty dollars (\$20.00) shall be applied in addition to the total amount due.

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3. RULES AND REGULATION (CONT'D)

3.13 Rendering and Payment of Bills. (Cont'd)

3.13.7. Billing Entity Conditions. If billing functions are performed on behalf of the Company by LECs, credit card companies or others, the payment conditions and regulations of such billing entities apply, including any applicable interest and/or late payment charge conditions.

3.13.8. Credit Allowance. Subject to Sections 3.2, 3.3 and 3.7, the Customer will receive a credit allowance for any portion of a Call which is interrupted due to poor transmission, one-way transmission or involuntary disconnection in an amount equal to charges assessed for the period in which the Call was interrupted.

For purposes of calculating credit allowances with respect to interruption of Private Line Services, every month is considered to have thirty (30) days. A credit allowance is dependent upon the length of the interruption. The credit allowance for a circuit is determined in the following manner. When a DS-0, DS-1 or DS-3 Service circuit fails through the fault of the Company, the subscriber will qualify for a refund on the next month's bill. The refund will be a percentage of the monthly charge. Credits per interruption are as follows:

<u>Interruption Period</u>	<u>Applicable Credit</u>
Less than 30 minutes	None
Over 30 minutes up to less than 2 hours	10% of Monthly Charge
2 hours up to and including 4 consecutive 24-hour periods	35% of Monthly Charge
Over 4 consecutive 24-hours periods	100% of Monthly Charge

In any month as a result of interruption, the total credit of interrupted service may not exceed 100% of the Monthly Charge.

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3.13 Rendering and Payment of Bills. (Cont'd)

3.13.9. Exceptions to Credit Allowances. No credit allowance will be made for the following:

- (1) Interruptions caused by the negligence of the Customer, user or others.
- (2) Interruptions due to the failure of equipment or systems provided by others.
- (3) Interruptions during any period in which the Company is not afforded access to the premises where a circuit is terminated.
- (4) Interruptions during any period when the Customer or user has released a circuit or arrangement to the Company for maintenance purposes, to make rearrangements, or for the implementation of a Customer Order for a change or rearrangement.
- (5) Interruptions which continue because of the failure of the Customer to authorize replacement of any element of special construction. The period for which no credit allowance is made begins on the seventh (7th) day after receipt of the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.
- (6) Periods when the Customer elects not to release the circuit or arrangement for testing and/or repair and continues to use it on an impaired basis.

3.13.10. Pro-Rated Charges. When the billing date and the date that the Services are started, changed, or discontinued do not coincide, Monthly Recurring Charges will be adjusted to reflect the fractional part of the month involved unless the Customer has committed to a Minimum Payment Period.

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3. RULES AND REGULATION (CONT'D)

3.14 Cancellation of Service. Unless the Customer has agreed to a Minimum Payment Period, it may cancel the Services by giving thirty (30) days' prior written notice to the Company. Upon receipt of the written notice, the Company places an order with the Underlying Carrier to cancel the Services. The Service are canceled when the Underlying Carrier moves the Customer to another carrier or when the Company receives notice from the Underlying Carrier that the Service has been canceled. The Customer will be liable for any traffic occurring with the Company through the cancellation date. If the Customer has agreed to a Minimum Payment Period, it may cancel the Services only in accordance with Section 3.17 of this Tariff.

3.15 Suspension/Termination of Service.

3.15.1. Suspension for Cause. The Company may, without incurring any liability, suspend the Services without notice to the Customer if the Company deems that such action is necessary to protect its personnel, facilities or services. In addition, the Company may, without incurring any liability, suspend the Services ten (10) days after providing written notice to the Customer of nonpayment of any past due amount if payment is not received by the Company within the ten (10) day period. The Company may also, without incurring any liability, suspend the Service thirty (30) days after providing written notice to the Customer for any of the acts, omissions or occurrences listed in Section 3.2.2 of this Tariff if such act, omission or occurrence is not corrected within the thirty (30) day period. Notwithstanding the above, the Company may, without incurring any liability, suspend the Service after giving only such notice and opportunity to cure to the Customer as are reasonably required under the circumstances, if the suspension of the Services is required by law, regulation or order of governmental authority with appropriate jurisdiction.

Suspension for cause does not relieve the Customer of any obligation to Pay charges that would otherwise be due to the Company or entitle the Customer to the receipt of a credit allowance. No period of suspension will accrue toward fulfillment of any applicable Minimum Payment Period.

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3.15 Suspension/Termination of Service. (Cont'd)

3.15.2. Termination for Cause.

- A. Termination for Non-payment. The Company may, without incurring any liability, suspend the Services eight (8) days after providing written notice by mail to the Customer of nonpayment of any past due amount. If payment is not received within the eight (8) day period and the Services have been suspended, the Services may be terminated five (5) days later if payment has still not been received.

The Company may terminate the Services, without incurring any liability, for nonpayment thirteen (13) days after providing written notice by mail to the Customer of nonpayment of any past due amount.

- B. Termination for All Other Reasons. The Company may, without incurring any liability, terminate the Services immediately upon notice to the Customer by reason of the occurrence of any of the acts, omissions or occurrences set forth in Section 3.2.2, subsections (C) through (I).
- C. Termination Charges. Termination for cause does not relieve the Customer of any obligation to pay charges that would otherwise be due to the Company, including, without limitation, any termination charges.

3.16 Calculation of Rates and Charges.

3.16.1. Timing of Calls. Chargeable time is determined by the duration of the Call. Calls are timed and measured by the Underlying Carrier. Timing for all Calls begins when the Called Station answers the Call (*i.e.*, when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time ends when either the Called Station or the Calling Station disconnects from the Call. There are no billing charges applied for incomplete Calls.

3.16.2. Time of Day Sensitive Services. Different rates may be applicable at different times of the day, as specified in the appropriate rate schedule for the Service.

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3.16 Calculation of Rates and Charges. (Cont'd)

3.16.3. Overlapping Rate Periods. Calls which extend over multiple rate periods will be charged according to the rates applicable to the time recorded in each rate period.

3.16.4. Mileage Sensitive Services. Usage Charges for all mileage sensitive Services are based on the airline mileage between the Rate Centers associated with the originating and terminating points of the Call. Each Rate Center has a unique set of assigned vertical and horizontal (V & H) coordinates which are used by the Underlying Carrier for calculating distance.

The airline mileage between Rate Centers is determined by applying the formula below to the vertical and horizontal ("V&H") coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V & H coordinates that are produced by Bell Communications Research in its NPA-NXX V & H Coordinates Tape.

FORMULA:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.16.5. Initial and Additional Periods. The rates for all Services are based on an Initial Period plus any Additional Periods. Unless otherwise specifically stated herein, the Initial Period will be thirty (30) seconds and the Additional Period will be six (6) seconds.

3.16.6. Application of Usage Charges. Usage Charges apply to all completed Calls. If the Usage Charge includes a fraction of a cent equal to or greater than \$.005, the fraction is rounded up to the next whole cent. If the Usage Charge includes a fraction of a cent less than \$.005, the fraction is rounded down to the next whole cent.

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3. RULES AND REGULATION (CONT'D)

3.16 Calculation of Rates and Charges. (Cont'd)

3.16.7. Taxes. In addition to the rates and charges set forth in this Tariff, Customer shall be responsible for payment of all amounts due to federal, state and local governments for all taxes, fees and other governmental impositions. In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, Customer shall also pay each of the following surcharges to be imposed on all charges for recurring, non-recurring, minimum, usage or special charges designed to recover gross revenue, gross income and gross earnings taxes imposed on Company:

State Gross Revenue Tax Surcharge

State, County, City and MTA Sales Taxes

3.16.8. Special Arrangements.

A. Special Construction Charges.

A circuit or arrangement is offered subject to the availability of suitable components (i.e., service functions, channels and features). When these items are not available, a Customer may request that they be specially constructed. 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:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

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3. RULES AND REGULATION (CONT'D)

3.16 Calculation of Rates and Charges. (Cont'd)

3.16.8. Special Arrangements. (Cont'd)

B. Basis for Special Construction Cost Computation.

The costs referred to in 3.16.8.A preceding may include one or more of the following items to the extent they are applicable:

- 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) Cost of maintenance.
- 3) 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.
- 4) Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- 5) License preparation, processing, and related fees.
- 6) Tariff preparation, processing and related fees.
- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

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3. RULES AND REGULATION (CONT'D)

3.16 Calculation of Rates and Charges. (Cont'd)

3.16.8. Special Arrangements. (Cont'd)

C. Termination Liability for Specially Constructed Facilities.

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.

- 1) The period on which the termination liability is based is the estimated service life of the facilities provided.
- 2) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - a) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - i) Equipment and materials provided or used;
 - ii) Engineering, labor, and supervision;
 - iii) Transportation; and
 - iv) Rights of way and/or any require easements;
 - b) License preparation, processing, and related fees;
 - c) Tariff preparation, processing and related fees;
 - d) Cost of removal and restoration, where appropriate; and
 - e) Any other identifiable costs related to the specially constructed or rearranged facilities.

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3. RULES AND REGULATION (CONT'D)

3.16 Calculation of Rates and Charges. (Cont'd)

3.16.8. Special Arrangements. (Cont'd)

C. Termination Liability for Specially Constructed Facilities. (Cont'd)

- 3) 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 2) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 2) 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.

D. Non-routine Installation and/or Maintenance.

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.

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3. RULES AND REGULATION (CONT'D)

3.16 Calculation of Rates and Charges. (Cont'd)

3.16.8. Special Arrangements. (Cont'd)

E. Individual Case Basis (ICB) Arrangements.

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

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the Customer's Premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits
- 6) Length of the agreement

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3. RULES AND REGULATION (CONT'D)

3.17 Minimum Payment Periods/Volume and Term Discounts - Switched Services.

The charges applicable for a Minimum Payment Period include the Monthly Recurring Charge(s), plus any Nonrecurring Charge(s), that may be due. The Minimum Payment Period is calculated from the date that billing starts after (1) the initial installation, or (2) a reinstallation after a change, as applicable.

Volume and term discounts are available to Customers taking selected Services and committing to generate specified levels of revenues for specified numbers of months/years. Only revenues derived from the specific Service to which the volume/term commitment relates will apply to the Customer's satisfaction of those commitments.

In the event that a Customer discontinues the Services prior to the expiration of a Minimum Payment Period, the Customer shall pay to the Company upon discontinuance an amount equal to the difference between the aggregate revenue commitment (total number of months/years in the Minimum Payment Period times the monthly/yearly committed revenue level) and the total amount of revenues received by the Company from the Customer (or in the case of a Reseller, the Customer's End Users) for the Services to which the volume/term commitment applies.

In the event that a Customer fails to meet a revenue commitment for a Minimum Payment Period, the Customer shall pay to the Company upon the expiration of that commitment term an amount equal to the difference between the aggregate revenue commitment (total number of months/years in the Minimum Payment Period times the monthly/yearly committed revenue level) and the total amount of revenues received by the Company from the Customer (or in the case of a Reseller, the Customer's End Users) for the Services to which the volume/term commitment applies.

If by the end of the first year of a multi-year Minimum Payment Period, the Company has not received from the Customer volume/term commitment revenues equal to the aggregate revenue commitment divided by the number of years in the overall Minimum Payment Period, times a factor of 0.75, the Company reserves the right to charge the Customer the discounted usage rate applicable to the volume commitment level equal to the Customer's actual average monthly usage during that first year. No such rate increase shall relieve the Customer of the volume/term liability to which it originally committed.

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3. RULES AND REGULATION (CONT'D)

3.18 Minimum Payment Periods/Volume and Term Discounts - Private Line Services.

A customer with one (1) or more DS-1 or DS-3 Service channel has the option of requesting, at any time, a Service Discount Plan for some or all of the respective Service. The locations involved may be two Customer designated premises or a Customer designated premises and a Company location where multiplexing functions are performed. Service discount plans are available for DS-0, DS-1 and DS-3 Service as set forth in Section 4.3 of this Tariff. The length of the period is selected by the Customer and a termination liability applies during the selected commitment period as specified below. The discount plans apply only to the monthly rate for the DS-0, DS-1 or DS-3 Service, as applicable. Nonrecurring charges and optional feature monthly rates are not included. The monthly rates, as set forth in the appropriate section(s) of this Tariff are reduced by a fixed percentage, based on the length of the selected commitment period.

The discount percentage is applied to the currently effective monthly charge rates. Such rates may change during the commitment period, thereby causing an increase or decrease in the rates applicable to the Customer. The discount percentage will not be subject to Company-initiated decrease during the commitment period. However, if the Company initiates an increase in the discount percentage during that period, the increased discount percentage will be used to determine the rates applicable to the Customer.

Where Service Discount Plans are applied and all such services between the same locations are not included in the same plan, the rate steps for the respective monthly rates are applied separately for those services included in each plan, and for those services subject to standard monthly rates. When some of the services between the two locations are disconnected, the steps are applied on last-in, first-out basis.

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3. RULES AND REGULATION (CONT'D)

3.18 Minimum Payment Periods/Volume and Term Discounts - Private Line Services.
(Cont'd)

3.18.1. Termination Liability. A termination liability applies during the selected commitment period. If service is disconnected in whole or in part prior to the end of the selected commitment period, the Customer is liable for a termination liability charge. The termination charge applies to each service channel disconnected or, in the case of cancellation of a Service discount plan, to each service which has been included in the cancelled Service discount plan. When calculating termination liability charges the Company will apply the option which provides the Customer with the lowest termination liability charge.

Option 1

The termination liability charge is 50% of the applicable monthly rates for the selected commitment period applied as follows. For disconnects on or prior to the end of the minimum period and prior to the end of the selected commitment period, the termination liability charge applies to each month and fraction thereof remaining between the disconnect date and the end of the selected commitment period. For disconnects after the end of the minimum period but prior to the end of the selected commitment period, the termination liability charge applies to each month and fraction thereof in the balance of the selected commitment period. For disconnects of some but not all services, the monthly rates used to calculate termination liability charges are applied in ascending order beginning with the lowest applicable rates. The termination liability charge applies in addition to applicable minimum period termination charges.

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3. RULES AND REGULATION (CONT'D)

3.18 Minimum Payment Periods/Volume and Term Discounts - Private Line Services.
(Cont'd)

3.18.1. Termination Liability. (Cont'd)

Option 2

For disconnects on or prior to the end of the minimum period and prior to the end of the selected commitment period, the termination liability charge will be the difference between the full monthly rates and the discounted monthly rates for the period the service has been in effect. For disconnects after the minimum period but prior to the end of the selected commitment period and for cancellations of the Service discount plan prior to the end of the selected commitment period, one of the following formulae applies:

- a. Where there is no Service discount plan period less than the actual time the service has been in effect, the termination liability charge will be the difference between the full monthly rates and the discounted monthly rates for the Period the service has been effect.
- b. Where there is a Service discount plan period less than the actual time the service has been in effect, the termination liability charge will be the difference between the monthly rates for the highest Service discount plan period that could have been satisfied prior to disconnection of the service or cancellation of the plan and the monthly rates for the selected commitment period multiplied by the actual number of months the service has been in effect. For example, if a Customer has a 60-month plan and disconnects a DS-1 service after forty months, the highest Service discount plan that could have been satisfied is 36-months. To determine the termination liability charge, the monthly rate for the 60-month plan is subtracted from the monthly rate for the 36-month plan and the difference is multiplied by the forty months that the service had been in effect.

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3. RULES AND REGULATION (CONT'D)

3.18 Minimum Payment Periods/Volume and Term Discounts - Private Line Services.
(Cont'd)

3.18.2. Service Discount Plan Moves, Additions, Extensions of Service.

Moves, Replacements, Upgrades.

A customer subscribing to a Service Discount Plan will not incur a termination liability charge if a Service subject to the Service Discount Plan is ordered moved to a new location. A customer subscribing to a Service Discount Plan will not incur a termination charge if, upon cancellation of a Service provided under a Service Discount Plan, the Customer places a new or existing Service of the same type not covered under a discount plan under the terms and conditions applicable to the disconnected service. The orders to disconnect the Service and substitute the existing non-discounted Service under the Service Discount Plan must be placed with the Company within sixty (60) days of each other. A customer subscribing to a Service Discount Plan will not incur a termination liability charge when the replacement service bit rate capacity is equivalent to or greater than the bit rate capacity of the service being discontinued and the Service Discount Plan for the replacement service is renegotiated for the same or a longer commitment period.

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3. RULES AND REGULATION (CONT'D)

3.18 Minimum Payment Periods/Volume and Term Discounts - Private Line Services.
(Cont'd)

3.18.2. Service Discount Plan Moves, Additions, Extensions of Service.

Additions.

When a Customer with an existing Service Discount Plan wishes to increase the number of service channels of the same type between the same two locations, the following options are available:

- (1) Customer may subscribe to the additional services under non discounted rates.
- (2) Customer may subscribe to the additional services under a separate Service Discount Plan.

Extension of Commitment Period.

A customer may, at any time prior to the expiration of the selected commitment period for an existing Service Discount Plan, change to a Service Discount Plan with a longer commitment period at the new discount percentage. No termination liability charges will apply for any services extended to a longer commitment period.

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3. RULES AND REGULATION (CONT'D)

3.18 Minimum Payment Periods/Volume and Term Discounts - Private Line Services.
(Cont'd)

3.18.3. Rate Regulations.

Where a Service Discount Plan is requested to be provided coincident with the connection of new service, it will be effective with the establishment of service. Where the Service Discount Plan is requested to be provided on existing services, the effective date will be the first bill date following the receipt of the service Order requesting the discount. At the end of its selected commitment period, the Customer will have the option of subscribing to the service under the standard rates in effect at that time. If the Customer does not execute a new Service Discount Plan prior to the expiration of the commitment period, standard rates will be applied upon expiration of the commitment period.

3.19 Availability. The Service is available full-time, twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year.

3.20 Contacts.

- (a) Customer complaints, bill inquiries, new service or disconnect requests should be directed to:

Kalindi Bhatt, Controller
TierPoint CLEC, LLC
17 Skyline Drive
Hawthorne, NY 10532
(914) 592-8282

- (b) Other contacts with Company should be directed to:

Robert DeSantis, Chief Accounting Officer
TierPoint CLEC, LLC
17 Skyline Drive
Hawthorne, NY 10532
(914) 592-8282

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4. PRIVATE LINE SERVICES

4.1 SERVICE DESCRIPTION.

Private Line Service provides a Customer with a dedicated (non-switched) connection between two (2) or more Customer locations, as specified by the Customer. The Company supports the private line services provided under this Tariff through engineering, installation and maintenance efforts. The Company will engineer a private line service to meet its transmission parameters and/or equipment specifications and will schedule installation activity to meet the due date of the Private Line Service. If the Customer's request that installation activity be performed at other than the Company's schedule time results in premium payment for labor, the Customer shall be responsible for payment of additional charges for labor. The Company is responsible for engineering, operating and maintaining the Private Line Services it provides and is also responsible for the quality of transmission or signaling on the Private Line Services it provides.

4.1.1. DS-0 Service.

DS-0 Service consists of two-point analog or digital channels which provide for simultaneous two-way transmission of analog or serial, bi-polar, return-to-zero, isochronous digital signals at a transmission speed of 64 kilobits per second (Kbps). DS-0 Service is available on a two-point basis and is furnished on a full-time basis. DS-0 Service is designed to provide an average performance of at least 95% error-free transmission measured over a continuous 24-hour period. The minimum service period for DS-0 Service is three (3) months.

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4. PRIVATE LINE SERVICES (CONT'D)

4.1 SERVICE DESCRIPTION. (Cont'd)

4.1.2. DS-1 Service.

DS-1 Service consists of two-point digital channels which provide for simultaneous two-way transmission of serial, bipolar, return-to-zero, isochronous digital signals at a transmission speed of 1.44 megabits per second (Mbps). DS-1 Service is available on a two-point basis and is furnished on a full-time basis. DS-1 service is designed to provide an average performance of at least 95% error-free transmission measured over a continuous 24-hour period. When the DS-1 Service is provided end-to-end over fiber optic facilities, the service shall be provided at an average performance of at least 98% error-free transmission measured over a continuous 24-hour period. Network interface equipment is required at each terminal location on a DS-1 Service digital facility to perform such functions as proper termination of the facility, regeneration, signal shaping and remote loop back. Customer Provided Equipment must comply with the requirements of ANSI T1.403. The minimum service period for DS-1 Service is three (3) months.

The following customer signal constraints are applicable to DS-1 Service:

- (1) Data rate 1.544 Mbps +/- 32 ppm source
 1.544 Mbps +/- 130 ppm sink
- (2) No more than 15 consecutive zeros may be generated.
- (3) Average pulse density as 12 1/2 percent.
- (4) The customer's network interface equipment specifications must comply with ANSI T1.103 and ANSI T1.403.

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4. PRIVATE LINE SERVICES (CONT'D)

4.1 SERVICE DESCRIPTION. (Cont'd)

4.1.3. DS-3 Service.

DS-3 Service consists of a two-point digital channel which provides for simultaneous two-way transmission of serial, bipolar (B3ZS), return-to-zero, isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) +/- 20 ppm. DS-3 Service is available on a two-point basis and is furnished on a full-time basis. DS-3 Service is designed to provide an average performance of at least 95% error-free-seconds transmission measured over a continuous 24-hour period at the Company interface. Network interface equipment is required at each terminal location on a DS-3 facility to perform such functions as proper termination of the facility, regeneration, signal shaping and remote loop back. Customer Provided Equipment must comply with the requirements of ANSI T1.102. The minimum service period for DS-3 Service is three (3) months.

4.2 Optional Features.

Multiplexing

Multiplexing is a service that allows for the Multiplexing/Demultiplexing of DS-0 level (analog or digital) channels into or from DS-1 Channels or DS-1 level into or from DS-3 levels.

Cross Connect

Cross Connect is an electrical connection made between two (2) DS-1 circuits on a DSX-1 cross connect panel or two (2) DS-3 circuits on a DSX-3 cross connect panel in a point-of-presence.

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4. PRIVATE LINE SERVICES (CONT'D)

4.2 Optional Features. (Cont'd)

DACS

DACS provides for the rearrangement (DS-1/DS-0) to DACS assignment.

Echo Canceler

Echo Canceler provides the echo cancellation equipment necessary to cancel the echo caused by the total cumulative physical length that calls routed over the circuit travel from origination to termination.

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4. PRIVATE LINE SERVICES (CONT'D)

4.3 Rates and Charges.

4.3.1. DS-0 Service.

Monthly Rate:

	<u>Minimum</u>	<u>Maximum</u>
Channel Termination	\$ 80.00	\$125.00
Local Distribution Channel, Fixed	\$ 32.00	\$ 45.00
Local Distribution Channel, Per Mile or fraction thereof	\$ 2.00	\$ 4.00
Nonrecurring Charge:	\$ 1.00	\$ 4.00

Service Discount Plans:

	<u>Local Distribution Channel, Fixed</u>	<u>Local Distribution Channel, Per Mile or Fraction Thereof</u>
24 - 35 Months	50%	5%
36 - 47 Months	10%	10%
48 - 59 Months	15%	15%
60 - 71 Months	20%	20%

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4. PRIVATE LINE SERVICES (CONT'D)

4.3 Rates and Charges. (Cont'd)

4.3.2. DS-1 Service.

Monthly Rate:

	<u>Minimum</u>	<u>Maximum</u>
Channel Termination	\$200.00	\$260.00
Local Distribution Channel, Fixed	\$ 66.00	\$105.00
Local Distribution Channel, Per Mile or fraction thereof	\$ 20.00	\$ 30.00
Nonrecurring Charge:	\$150.00	\$433.00

Service Discount Plans:

	<u>Local Distribution Channel, Fixed</u>	<u>Local Distribution Channel, Per Mile or Fraction Thereof</u>
24 - 35 Months	5%	5%
36 - 47 Months	15%	15%
48 - 59 Months	20%	20%
60 - 71 Months	25%	25%
84 - 95 Months	30%	30%

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4. PRIVATE LINE SERVICES (CONT'D)

4.3 Rates and Charges. (Cont'd)

4.3.3. DS-3 Service.

Monthly Rate:

	<u>Minimum</u>	<u>Maximum</u>
Channel Termination	\$1,075.00	\$2,343.60
Local Distribution Channel, Fixed	\$ 702.00	\$ 982.80
Local Distribution Channel, Per 1/4 Mile or fraction thereof	\$ 195.00	\$ 273.00
Nonrecurring Charge:	\$ 0.00	\$ 400.00

Service Discount Plans:

	<u>Local Distribution Channel, Fixed</u>	<u>Local Distribution Channel, Per Mile or Fraction Thereof</u>
24 - 35 Months	5%	5%
36 - 47 Months	10%	10%
48 - 59 Months	25%	25%
60 - 71 Months	35%	35%
84 - 95 Months	40%	40%
120 - 131 Months	40%	40%

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4. PRIVATE LINE SERVICES (CONT'D)

4.3 Rates and Charges. (Cont'd)

4.3.4. Optional Features.

Monthly Rate:

	<u>Minimum</u>	<u>Maximum</u>
--	----------------	----------------

Multiplexing

NOT CURRENTLY AVAILABLE

Non-recurring Charge:

	<u>Minimum</u>	<u>Maximum</u>
--	----------------	----------------

NOT CURRENTLY AVAILABLE

Monthly Rate:

	<u>Minimum</u>	<u>Maximum</u>
--	----------------	----------------

Cross-Connect

NOT CURRENTLY AVAILABLE

Non-recurring Charge:

	<u>Minimum</u>	<u>Maximum</u>
--	----------------	----------------

NOT CURRENTLY AVAILABLE

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4. PRIVATE LINE SERVICES (CONT'D)

4.3 Rates and Charges. (Cont'd)

4.3.4. Optional Features. (Cont'd)

Monthly Rate:

	<u>Minimum</u>	<u>Maximum</u>
--	----------------	----------------

DACS	NOT CURRENTLY AVAILABLE	
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Non-recurring Charge:

	<u>Minimum</u>	<u>Maximum</u>
--	----------------	----------------

	NOT CURRENTLY AVAILABLE	
--	-------------------------	--

Monthly Rate:

	<u>Minimum</u>	<u>Maximum</u>
--	----------------	----------------

Echo Canceler	NOT CURRENTLY AVAILABLE	
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Non-recurring Charge:

	<u>Minimum</u>	<u>Maximum</u>
--	----------------	----------------

	NOT CURRENTLY AVAILABLE	
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5. SWITCHED SERVICES

5.1 Outbound Services.

Outbound services permit a Customer to establish a communications path between two (2) stations by using a uniform dialing plan.

5.1.1. Dedicated Access Outbound Services.

Dedicated Access Outbound Services permit the Customer to make outbound toll Calls by dialing "1+" (NPA) NXX-XXXX. Dedicated Access Outbound Services are provided through T-1 or DS-0 Dedicated Access and are available to Customers that have T-1 or DS-0 Dedicated Access to the Underlying Carrier's POP. The Customer is responsible for securing Dedicated Access to the Underlying Carrier's POP and for all nonrecurring, recurring, construction and other charges incurred in connection with establishing such Dedicated Access. At the Customer's request, the Company will arrange for Dedicated Access to the Underlying Carrier's POP and pass through to the Customer all costs incurred in establishing such access.

5.1.2. Switched Access Outbound Services.

Switched Access Outbound Services permit the Customer to make outbound toll Calls by dialing "1+" (NPA) NXX-XXXX. Switched Access Outbound Services are provided through switched access.

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5. SWITCHED SERVICES (CONT'D)

5.2 Inbound Services.

Inbound services permit Calls to be completed to the Customer's location without charge to the Calling Station.

5.2.1. Dedicated Access Inbound Services.

Dedicated Access Outbound Services permit Calls to be completed to the Customer's location without charge to the Calling Station. Access to the Service is gained by dialing a ten digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's Premises. Calls are originated from any point on any type of Access and are terminated via Dedicated Access lines between the Customer's Premises and the Underlying Carrier's POP in the terminating city. Dedicated Access Inbound Services are available only to Customers that have terminating T-1 or DS-0 access to the Underlying Carrier's POP. The Customer is responsible for all nonrecurring, recurring construction and other charges incurred in connection with establishing such terminating dedicated access. At the Customer's request, the Company will arrange for terminating Dedicated Access to the Underlying Carrier's POP and pass through to the Customer all costs incurred in establishing such access.

5.2.2. Switched Access Inbound Services.

Switched Access Inbound Services permit Calls to be completed to the Customer's location without charge to the Calling Station. Access to the Service is gained by dialing a ten digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's Premises. Calls are originated from any point on any type of Access and are terminated via Switched Access lines between the Customer's Premises and the Underlying Carrier's POP in the terminating city.

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5. SWITCHED SERVICES (CONT'D)

5.2 Inbound Services. (Cont'd)

5.2.3. Inbound Service Optional Features.

The following optional services are available with Inbound Service.

A. Dialed Number Identification Service (DNIS).

This service permits Customer to receive Calls made to multiple 800 numbers on the same trunk group and to identify the 800/888 number that was dialed by the calling party.

B. Real Time Automatic Number Identification (ANI).

This service provides the ANI for the calling party to the 800/888 Customer if the Call originates from an Equal Access end office. Company shall provide Real Time ANI on an 800/888 number and a trunk group basis.

C. Call Overflow.

This service permits Calls made to a trunk group in which all trunks are busy to be forwarded to another telephone number at the same location predesignated by Customer.

D. Uniform Call Distribution.

This feature permits an even distribution of Calls across a trunk group.

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5. SWITCHED SERVICES (CONT'D)

5.2 Inbound Services. (Cont'd)

5.2.3. Inbound Service Optional Features. (Cont'd)

E. Enhanced Routing Features.

The following features are available for an additional one-time and monthly charge:

- (1) **Time of Day Routing.** Customer may have Calls on the same 800/888 number routed to different locations during various times of day. Day of Week routing shall follow the national observance of daylight savings time. The day may be divided into fifteen (15) minute increments, with up to ninety-six (96) time intervals per twenty-four (24) hour period. All time intervals must begin on the quarter clock hour.
- (2) **Day of Week Routing.** Customer may have Calls to the same 800/888 number routed to different locations based upon the day of the week. Day of Week routing shall follow the national observance of daylight savings time.
- (3) **Day of Year Routing.** Customer may have Calls to the same 800/888 number routed to different locations on specified days of the year. Dates are stored in a month/day format. It is the responsibility of Customer to revise routing schedules annually.
- (4) **Call Allocation Routing.** Customer may define routing of Calls made to the same 800/888 number on a percentage basis so that calls can be allocated to multiple locations. Percentages must be defined in whole numbers, with one percent (1%) as the smallest allocation percentage to any location. The total of all percentage allocations must be one hundred percent (100%).

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5. SWITCHED SERVICES (CONT'D)

5.2 Inbound Services. (Cont'd)

5.2.3. Inbound Service Optional Features. (Cont'd)

E. Enhanced Routing Features. (Cont'd)

- (5) **Command Routing.** Customer may activate a different Enhanced 800/888 routing plan on command by placing one Call to Company. Customer may define up to ninety-nine (99) separate routing plans per 800 number. Routing plans must be located in Company's network before they are available for activation on command. Customer must have a minimum of two (2) routing plans to be able to utilize this feature. Command Routing charges do not apply if Customer uses the normal service order process to activate routing plans.

5.3 Calling Card Services.

Calling Card Services are stand-alone Services that enable the Customer to bill a Call to the Customer's primary service location when the Customer is away from its primary service location. Customers access the network by dialing the universal access number plus the called telephone number and the card code. Calling Card Services are available to all Customers.

5.4 Directory Assistance Service.

Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party. Directory Assistance is provided by the Underlying Carrier. Directory Assistance is only available to Customers who have access to the Directory Assistance bureau of the Underlying Carrier.

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5. SWITCHED SERVICES (CONT'D)

5.5 Accounting Code Service.

Company, by means of multi-digit Accounting Codes associated with a billing number, can provide Customer with the capability to allocate usage charges to separate cost centers. Customer shall be required to input appropriate codes before the Call is processed. Customer may order either non-validated or validated Accounting Codes.

Non-validated Accounting Codes are used by Customer to categorize and secure communications expenditures and access. Customer notifies Company as to how many digits, from one (1) to five (5), shall be dialed and Company's network shall only authorize Calls which are associated with an Accounting Code with the correct number of digits. Customer controls the assignment of the actual numbers to be dialed. Neither Nonrecurring charges nor recurring charges per account are applicable to Non-validated Accounting Code service.

Validated Accounting Codes are verified by the number of digits as well as the sequence of the digits dialed. The caller must know the preassigned accounting code to complete the Call.

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5. **SWITCHED SERVICES (CONT'D)**

5.6 **Rate Schedule.**

- 5.6.1. **General.** This section sets forth the rates and charges applicable to the Services. All rates are set forth in U.S. dollars.
- 5.6.2. **Rating Methodology.** Usage-sensitive charges for the Services are applied on a per-Call basis. Message charges are based on time of day/day of week, and the duration of the Call.
- 5.6.3. **Billing Fees.** A monthly billing fee may be assessed under individual service options.
- 5.6.4. **Set-up Fees.** A one-time service fee may be assessed under individual service options.
- 5.6.5. **Credit Card Fees.** A monthly service fee and per-Call surcharges may be assessed under individual service options for credit card usage.
- 5.6.6. **Operator Service Charges.** Operator Service charges are billed by the Underlying Carrier or its agent; the Company does not provide or bill for Operator Services.
- 5.6.7. **Directory Assistance Charges.** Directory Assistance charges are billed at the Underlying Carrier's rates; the Company does not provide Directory Assistance.

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5. SWITCHED SERVICES (CONT'D)

5.7 Switched Service Rates.

5.7.1. Dedicated Access Outbound Service Rates.

Usage Rates Per Minute:

		<u>Initial</u>	<u>Incremental</u>
Peak:	Minimum	NOT CURRENTLY AVAILABLE	
	Maximum		
		<u>Initial</u>	<u>Incremental</u>
Off-Peak:	Minimum	NOT CURRENTLY AVAILABLE	
	Maximum		

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5. SWITCHED SERVICES (CONT'D)

5.7 Switched Service Rates. (Cont'd)

5.7.2. Switched Access Outbound Service Rates.

Usage Rates Per Minute:

		<u>Initial</u>	<u>Incremental</u>
Peak:	Minimum	NOT CURRENTLY AVAILABLE	
	Maximum		

		<u>Initial</u>	<u>Incremental</u>
Off-Peak:	Minimum	NOT CURRENTLY AVAILABLE	
	Maximum		

Recurring and Nonrecurring Charges:

	<u>Initial</u>	<u>Incremental</u>
Monthly Recurring Charge:	NOT CURRENTLY AVAILABLE	

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5. SWITCHED SERVICES (CONT'D)

5.7 Switched Service Rates. (Cont'd)

5.7.3. Dedicated Access Inbound Service Rates.

Usage Rates Per Minute:

		<u>Initial</u>	<u>Incremental</u>
Peak:	Minimum	NOT CURRENTLY AVAILABLE	
	Maximum		

		<u>Initial</u>	<u>Incremental</u>
Off-Peak:	Minimum	NOT CURRENTLY AVAILABLE	
	Maximum		

Recurring and Nonrecurring Charges:

	<u>Initial</u>	<u>Incremental</u>
Monthly Recurring Charge:	NOT CURRENTLY AVAILABLE	

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5. SWITCHED SERVICES (CONT'D)

5.7 Switched Service Rates. (Cont'd)

5.7.4. Switched Access Inbound Service Rates.

Usage Rates Per Minute:

		<u>Initial</u>	<u>Incremental</u>
Peak:	Minimum	NOT CURRENTLY AVAILABLE	
	Maximum		

		<u>Initial</u>	<u>Incremental</u>
Off-Peak:	Minimum	NOT CURRENTLY AVAILABLE	
	Maximum		

Recurring and Nonrecurring Charges:

	<u>Initial</u>	<u>Incremental</u>
Monthly Recurring Charge:	NOT CURRENTLY AVAILABLE	

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5. SWITCHED SERVICES (CONT'D)

5.7 Switched Service Rates. (Cont'd)

5.7.5. Inbound Service Optional Features Service Rates.

A. Dialed Number Identification Service (DNIS).

Nonrecurring charge, per Trunk Group

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

B. Real Time Automatic Number Identification (ANI).

Nonrecurring charge, per Trunk Group:

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

Usage Charge, per ANI delivered:

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

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5. SWITCHED SERVICES (CONT'D)

5.7 Switched Service Rates. (Cont'd)

5.7.5. Inbound Service Optional Features Service Rates. (Cont'd)

C. Call Overflow.

Nonrecurring charge, per Trunk Group:

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

Monthly charge, per Routing Arrangement:

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

Surcharge, per minute:

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

D. Uniform Call Distribution.

Nonrecurring charge, per Trunk Group:

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

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5. SWITCHED SERVICES (CONT'D)

5.7 Switched Service Rates. (Cont'd)

5.7.5. Inbound Service Optional Features Service Rates. (Cont'd)

E. Enhanced Routing Features.

Nonrecurring Charges:

Installation:

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

Service Charge:

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

Command Routing Activation:

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

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5. SWITCHED SERVICES (CONT'D)

5.7 Switched Service Rates. (Cont'd)

5.7.5. Inbound Service Optional Features Service Rates. (Cont'd)

E. Enhanced Routing Features. (cont'd)

Monthly Recurring Charges:

1-3 Routing Plans:

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

4-12 Routing Plans:

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

13-99 Routing Plans:

Minimum: NOT CURRENTLY AVAILABLE
Maximum: NOT CURRENTLY AVAILABLE

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5. SWITCHED SERVICES (CONT'D)

5.7 Switched Service Rates. (Cont'd)

5.7.6. Calling Card Service Rates.

Usage Rates Per Minute:

		<u>Initial</u>	<u>Incremental</u>
Peak:	Minimum	NOT CURRENTLY AVAILABLE	
	Maximum		

		<u>Initial</u>	<u>Incremental</u>
Off-Peak:	Minimum	NOT CURRENTLY AVAILABLE	
	Maximum		

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5. SWITCHED SERVICES (CONT'D)

5.7 Switched Service Rates. (Cont'd)

5.7.7. Accounting Code Service Rates.

<u>Number of Codes</u>	<u>Nonrecurring Charge</u>	<u>Recurring Charge</u>
0-100	Minimum Maximum	NOT CURRENTLY AVAILABLE NOT CURRENTLY AVAILABLE
100-1000	Minimum Maximum	NOT CURRENTLY AVAILABLE NOT CURRENTLY AVAILABLE
Per Add'l 1000	Minimum Maximum	NOT CURRENTLY AVAILABLE NOT CURRENTLY AVAILABLE

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5. SWITCHED SERVICES (CONT'D)

5.7 Switched Service Rates. (Cont'd)

5.7.8. Volume Discount

All intrastate usage-sensitive charges accrue toward Customer's single volume discount. The discount rate is calculated based on the total of intrastate usage-sensitive charges and applied retroactively to the first dollar.

Monthly Usage

Cumulative Discount
Minimum Maximum

\$100.00 - \$1,499.99
\$1,500.00 - \$2,499.99
\$2,500.00 - \$4,999.99
\$5,000.00 - \$7,499.99
\$7,500.00 - \$9,999.99
\$10,000.00+

NOT CURRENTLY AVAILABLE

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5. SWITCHED SERVICES (CONT'D)

5.7 Switched Service Rates. (Cont'd)

5.7.9. Volume/Term Discount

Customers are also eligible for volume/term discounts. All intrastate usage sensitive charges accrue toward Customer's volume/term discount. In order to be eligible for the volume/term discounts listed below, which are in lieu of the volume discounts described above, Customer must commit to a specific, monthly usage level over a period of one or more years as set forth below.

<u>Monthly Usage</u> <u>Commitment Level</u>	<u>Term</u>					
	<u>12 Mos.</u>		<u>24 Mos.</u>		<u>36 Mos.</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
\$100.00-\$1,499.99						
\$1,500.00-\$2,499.99						
\$2,500.00-\$4,999.99						
\$5,000.00-\$7,499.99						
\$7,500.00-\$9,999.99						
\$10,000.00+						

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