

**Block Line Systems, LLC**  
New York PSC No. 2 - Telephone

Leaf 1  
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INTEREXCHANGE SERVICES TARIFF

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*This tariff, Block Line Systems, LLC New York PSC No. 2 - Telephone, supercedes and replaces, in its entirety, Line Systems, Inc. NY-P.S.C. No. 3.*

BLOCK LINE SYSTEMS, LLC

LONG DISTANCE INTEREXCHANGE CARRIER

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

Issued in compliance with an Order of the  
New York Public Service Commission in Case No. 14-C-0324.

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Issued by: Brian Rex, Treasurer, Toledo, Ohio 43604

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**EXPLANATION OF SYMBOLS**

The following are the only symbols used for the purposes indicated below:

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

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**TARIFF FORMAT**

- A. Leaf Numbering - Leaf numbers appear in the upper right corner of the leaf. Leaves are numbered sequentially, however, new leaves are occasionally added to the tariff. When a new leaf is added between leaves already in effect, a decimal is added. For example, a new leaf added between leaves 14 and 15 would be 14.1.
- B. Leaf Revision Numbers - Revision numbers also appear in upper right corner of each leaf. These numbers are used to determine the most current leaf version on file. For example, the 4<sup>th</sup> Revised Leaf 14 cancels the 3<sup>rd</sup> Revised Leaf 14. Consult the Check Sheet for the leaf currently in effect.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.a.
  - 2.1.1.A.1.a.1.
- D. 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 leaves contained in the tariff, with a cross reference to the current revision number. When new leaves are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this leaf if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some leaves.)

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Number** - This is the telephone number which a Customer uses to access Company's computer in order to be connected to Company's system.

**Association Discount** - An additional discount provided to a trade association representing business entities or individuals within an industry, professional or business classification, or a commercial organization with affiliated franchises, independent agents, distributors, or multiple commercial representatives or a buying group not organized solely for the purposes of qualifying for the discounts provided for herein to commercial associations.

**Authorized User** - A person, firm, corporation or other legal entity which is authorized by the Customer to utilize or be connected to the service of the Customer. An authorized user is other than an employee, officer or director of Customer if Customer is a company, and other than a family member of person residing with Customer if customer is a residential user. Customer is responsible for all charges incurred by Authorized Users.

**Company** - Block Line Systems, LLC; 405 Madison Avenue, Suite 2100; Toledo, Ohio 43604, the issuer of this tariff.

**Customer** - The natural person or legal entity which orders Service and is responsible for the payment of charges accruing as a result of using the Service. Customers are divided into commercial and residential classes, but only for accounting purposes.

**Customer Identification Number** - A numerical code which is assigned to each Customer to enable the Customer to access Company's Service. A Customer with several Authorized Users may have several different numerical codes. Customer Identification Numbers are used by the Company both to prevent unauthorized access to the Service and to identify Customers for billing purposes.

**Facilities** - Company's facilities consist of facilities which Company leases and for which Company renders a bill for payment to its Customers, whether or not such Facilities are actually owned by Company. Company's Facilities also include the computerized switching equipment which is used by Company to connect Customer's local call to a facility provided by an underlying facilities-based long distance Carrier over whose circuits the Customer's call is routed.

**Itemized Billing** - A billing report which indicates the telephone number to which calls are made and the duration of each call.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

InterLATA - Calls which originate and terminate between points in Local Access Transport Areas (LATAs). LATAs are large local and regional telephone service areas that are defined pursuant to the 1982 Consent Decree between the United States Department of Justice and American Telephone and Telegraph Company and participating Carriers.

IntraLATA - Calls which originate and terminate within the same LATA.

Intrastate - Calls which originate and terminate between any two points in New York. Intrastate calls can be InterLATA or IntraLATA.

Management Report - A billing report which assists management in monitoring calls made by Authorized Users by listing calls by Customer Identification Numbers and Project Codes.

Mileage - In calculating rates based on mileage, the measurement of distance is the air miles between the offices of the local telephone companies which originate and terminate the calls.

NY PSC - Refers to New York Public Service Commission.

Operator Assisted Calls - Calls requiring assistance for completion, usually by dialing 0+(area code)+(exchange)+(line number), i.e. "0+"; or by dialing "0", with all subsequent dialing being performed by Operator Services, i.e. "0-". The following are examples of calls normally placed in this manner:

Calling Card Calls - Calls for which charges are billed to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose.

Collect Calls - Calls for which charges are billed to the destination or termination telephone number.

Credit Card Calls - Calls for which charges are billed to a credit card, such as VISA, MasterCard, or American Express.

Person-to-Person Calls - Calls which are placed under the stipulation that the caller will speak only to a specific called party.

Room Charge Calls - Calls for which charges are collected by the Subscriber, normally a hotel or motel, from the guest or occupant of the room from which the call originated. Calls of this type require that Carrier communicate the call detail and charges back to the originating Subscriber location following completion of the call.

Third Party Calls - Calls for which charges are billed to a third party telephone number which is neither the originating nor the terminating telephone number.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

**Operator Services** - The operators, activities, equipment or services necessary to process Operator Assisted Calls.

**Operator Service Charge** - A non-measured (fixed) charge which is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted Call.

**Project Codes** - A numeric sequence which is dialed after the Customer Identification Number which is used by Customer to identify to which project or client a call should be billed.

**Special Service** - Labor and expenditures required by Customer to provide service outside the scope of normal services. This class of service includes without limitation services whereby Company is required to incur unusual costs for engineering, purchases, labor or other related costs to provide the Customer-requested service.

**Speed Numbers** - Telephone numbers stored in Company's switch allow Customer, after accessing the switch, to push a limited number of buttons on its phone and have the switch dial the requested stored phone number, eliminating extra digit dialing for Customer.

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**SECTION 2 - RULES AND REGULATIONS**

2.1 Undertaking of the Company

This tariff contains the regulations and charges applicable to direct-dialed and operator-assisted intrastate resale common carrier communications services provided by the Company between points within the State of New York. Operator-assisted services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

The Company installs, operates, and maintains the communication services provided herein under in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by the local exchange company when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.



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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.2 Use of Service

2.2.1 The Services may be used for any lawful purpose consistent with the transmission and switching parameters and rules of the facilities utilized in the provision of Service. The Customer shall not make use of the Services or underlying network:

- A. in any way which might reasonably be expected to frighten, abuse, torment, or harass another;
- B. for any purpose in violation of the law;
- C. in such a manner as to unreasonably interfere with the use of the Service by any of the Company's customers; and/or
- D. to transmit any material which, in the Company's sole discretion
  - 1. violates any U.S. state regulation, including material which infringes another's intellectual property rights,
  - 2. is threatening or obscene, libelous, defamatory or violates any right of privacy of another,
  - 3. is discriminatory or otherwise offensive.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.3 Facilities Used in Provision of Service

- 2.3.1 The Service is subject to the availability of suitable facilities.
- 2.3.2 The Customer must obtain an adequate number of access lines for toll free Service to meet expected demand.
- 2.3.3 The Customer shall provide for the proper installation, operation and maintenance of the Customer's equipment used in connection with the Service and shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with all FCC rules and regulations.
- 2.3.4 The Company may substitute, change or rearrange any equipment, facility or system used in providing Service at any time.
- 2.3.5 The Company will deliver the Service(s) to the Customer to the physical address set forth on an order for the Service(s) and terminate such Service(s) at the recognized point of demarcation. The point of demarcation shall be the point where the Company's facilities end and the Customer's premises wiring begins. The Company is not responsible for the Customer's premises wiring beyond the point of demarcation.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.4 Unauthorized Use

- 2.4.1 The Customer is liable for all unauthorized and/or fraudulent use of Service by Users and the Company retains the right to analyze any and all information at its disposal, including credit surveys, call detail records and any other information to confirm unauthorized use.
- 2.4.2 The Customer shall pay for unauthorized or fraudulent use of service at the Company's highest usage charges applied to network usage and attempted network usage, whether or not a terminating connection was achieved, plus all costs incurred by the Company to detect, discover, observe, investigate, analyze, examine and locate the party responsible for unauthorized or fraudulent use.
- 2.4.3 The Company reserves the right to temporarily suspend the use of particular Authorization Codes, or to suspend service to specific locations, when it has a good faith reason to suspect fraudulent use of its facilities.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.5 Limitations

2.5.1 Service is offered subject to the provisions of this tariff.

2.5.2 The Company's liability hereunder shall be limited to credit allowances for service outages as set forth in 2.10.4 of this Tariff. In no event shall the Company be liable to customer or any third party for any consequential, indirect, special, incidental, punitive or similar damages, including without limitation, any loss of profit or revenue arising from or related in any manner to service outages whether or not the Company is aware of the possibility of such damages.

2.5.3 Except as set forth in this Tariff, the Company makes no other, and expressly disclaims all, warranties or representations, either express or implied, concerning the service or any content received via the service and expressly disclaims warranties of fitness for a particular use or purpose, the warranty of merchantability and any other warranty implied by law.

2.5.4 The foregoing limitations shall include, but are not limited to:

- A. availability or performance of any systems or related facilities under the control of or provided by other entities, even if the Company acted as agent in arranging such facilities or service;
- B. content of information passing through its network, including the accuracy or quality of such information;
- C. unlawful or unauthorized use of the Company's facilities or Service;
- D. breach of the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.5 Limitations (Cont'd.)

2.5.4 (Cont'd.)

- E. changes in any of the facilities, operations or procedures of the Customer that render any equipment, facilities or service provided by the Company obsolete or require modification or alteration of such equipment, facilities or service or otherwise affect its use or performance;
- F. any intentional, wrongful act of a the Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company.
- G. any representations made by the Company employees that do not comport or are inconsistent with the provisions herein;
- H. any non completion of calls due to network busy conditions; and
- I. any calls not actually attempted to be completed during any period that Service is unavailable.

The Company's entire liability for any claims, loss, damages or expenses from any cause whatsoever shall not exceed the sums actually paid to the Company by the Customer for the Service giving rise to the claim.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.6 Indemnification

Claims against the Company, its directors, officers, employees, representatives and agents who will be held harmless from any and all claims, demands, activities, suits, actions, losses, costs, damages, liabilities, expenses (including court costs, expenses and attorneys' fees) ("Claims") incurred by the Company that arise from or incident to any act, negligence or omission on the part of the Customer with respect to the Customer's duties hereunder or any conduct of the Customer or employee or representative of the Customer outside the scope of the Customer's Agreement with the Company and/or this Tariff. The Company shall be indemnified and held harmless by the Customer as a result of:

- 2.6.1 Claims for slander, defamation, invasion of privacy; infringement of copyright or patent; unauthorized use of any trademark, trade name, or service mark; unfair competition; interference with contract, proprietary or creative right; or any other injury to any person, property or entity arising from the material, data, information or content revealed to, or transmitted, processed, handled, or used by, Company under this Tariff.
- 2.6.2 Claims for damage to an Authorized User's or third party's premises resulting from furnishing service by Company when the damage is not a result of the negligent or willful acts of Company.
- 2.6.3 Claims resulting from an act or omission of Customer or Authorized Users.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.7 Payment Arrangements

2.7.1 Payment for Service

- A. The requirements listed below apply to all Customers of the Company. See Section 2.7.3 for special payment arrangements applicable to Residential and Student Customers.
- B. The Customer is responsible for payment of all Services and facilities, including, calls or Service originated at the Customer's number(s), originated by use of calling cards or the Company assigned special billing numbers, and for all installation charges, special charges and surcharges, recurring monthly fees assessed by authorized regulatory agencies or third parties from whom the Company obtains facilities to provide the Services, and all excise, sales, use or similar taxes imposed by any local, state or federal government, including assessments for government-initiated social objectives.
- C. The Customer shall not attempt to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, including, but not limited to, rearranging, tampering with, or making connections not authorized by the Company to any Service or component used to furnish Service, or using Toll Free Service with the intent of gaining access to a the Customer's outbound calling capabilities on an unauthorized basis.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.7 Payment Arrangements (Cont'd.)

2.7.1 Payment for Service, (Cont'd.)

- D. The Customer shall render payment in the amount of and on or before the date stated on the invoice.
- E. The Company's sole liability with respect to the Customer's overpayment, for whatever reason, is limited to a credit in the amount of the overpayment.
- F. If the Customer pays via bank draft or credit card draft, the Customer's account will be drafted within 14 days after the conclusion of the billing cycle for the full amount due. In order to cancel a bank draft or credit card draft written notification must be received by the Company at least ten (10) business days prior to the conclusion of the Customer's current billing cycle. Upon receipt of notice to cancel a bank draft or credit card draft, the Customer permits the Company to make all credit inquiries necessary to make a determination regarding the extension of credit terms to the Customer and the Company reserves its right to require security deposits pursuant to Section 2.8.



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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.7 Payment Arrangements (Cont'd.)

2.7.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- B. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- C. The Customer must notify the Company of any disputed items on an invoice within sixty (60) days of the date of the invoice. If the Customer does not provide written notice to the Company of a dispute with respect to the amounts invoiced within sixty (60) days of the date of the invoice, the invoice shall be deemed correct and binding on the Customer for all purposes.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.7 Payment Arrangements (Cont'd.)

2.7.2 Billing and Collection of Charges (Cont'd.)

- D. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the New York Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

New York Public Service Commission  
Three Empire State Plaza  
Agency Building 3  
Albany, New York 12223-1350

- E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. If any portion of the payment is not received by the Company by the due date on the invoice, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment charge of 1.0% per month for residential Customers and 1.5% per month for business Customers per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- G. Duplicate Bills
- A Duplicate Bill Charge will be applied upon a Customer's request for a duplicate copy of the telephone bill. The Company will assess this charge based on an individual case basis (ICB). Requests for duplicate bills can be made either verbally or in writing.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.7 Payment Arrangements (Cont'd.)

2.7.3 Special Billing Arrangements for Residential and Student Customers

Residential Customers shall render payment by using one of the Company's Preferred Payment Methods. Customers that do not utilize a Preferred Payment Method shall bear a monthly processing fee at the lesser of \$5.00 or the maximum rate permitted by law. Students shall render payment by using one of the Company's Required Payment Methods below:

A. Preferred Payment Methods for Residential Accounts:

1. Automatic Bank Draft – Payment on account is automatically charged to Customer's chosen bank account on or before Day 24 after the date of the invoice.
2. Automatic Credit Card Payment – Payment on account is automatically charged to Customer's chosen credit card on or before Day 24 after the date of invoice.
3. Electronic Payment – Payment on account is made by the Customer through the Company Electronic Payment System on or before Day 24 after the date of the invoice.

B. Required Payment Methods for Student Accounts:

1. Automatic Bank Draft – Payment on account is automatically charged to Customer's chosen bank account on or before Day 24 after the date of invoice.
2. Automatic Credit Card Payment – Payment on account is automatically charged to Customer's chosen credit card on or before Day 24 after the date of invoice.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.8 Deposits/Advance Payments

- 2.8.1 Customers unable to establish or maintain their credit worthiness will be required to furnish a deposit or advance payment in an amount up to the maximum allowed by law for Service.
- 2.8.2 The Company reserves the right to periodically review the Customer's credit worthiness and credit terms.
- 2.8.3 The Company also reserves the right to change credit terms and conditions based on the Customer's payment history and credit worthiness.
- 2.8.4 If no maximum deposit has been established by law, the Customer will be required to furnish a deposit or advance payment in an amount based upon two (2) month's estimated usage.
- 2.8.5 The Company will pay interest on such deposit or advance payment at the rate established by the New York Department of Public Service.
- 2.8.6 The establishment of credit shall be governed by the New York Department of Public Service.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.9 Service Changes

If the Customer requests to move the location to which the Company provides Service and/or requests changes to an existing Service provided by the Company, the Company will provide Service to the new location and/or accommodate the change in Service to the extent it is technically and economically feasible to do so, as determined in the sole discretion of the Company. To request a move of Service from an existing location to a new location, Customer must contact the Company's Customer Care at least 45 days prior to the move. In the event of a move of the location to which the Company provides Service, one or more of the following charges may apply:

- 2.9.1 In lieu of normal installation charges, dedicated access line Customers will be charged a \$1,000.00 Move Fee;
- 2.9.2 any out of pocket costs incurred by the Company as a result of the termination of the Services(s) either as a result of a move or a change; and/or
- 2.9.3 any increase in rates allowed by applicable law.

In addition, the Company may require the Customer to sign a new Term Plan Agreement for Service in the new location.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.10 Interruption of Service

- 2.10.1 The Customer shall notify the Company immediately in the event of any interruption in Service and shall assist the Company in restoring the Service. The Customer shall notify the Company immediately of its desire to receive a credit allowance for such interruption.
- 2.10.2 No credit shall be allowed for interruptions that result from the Customer's fault or the Company's testing or regularly scheduled maintenance or for any reason that constitutes Force Majeure as defined in Section 2.15.
- 2.10.3 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.10.4 No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.10.5 The Customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720<sup>th</sup> of the monthly charge for the facilities affected for each hour that the interruption continues.
- 2.10.6 This credit applies only to monthly recurring charges and does not affect any charges based upon the Customer's actual usage of the Service(s). This credit applies against future service only and shall not reduce the amount of any outstanding balance. All limitations of liability shall apply to the total of all credits issued.

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = Outage time in hours.

"B" = Total monthly fixed, non-usage sensitive charge for affected facility.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.11 Term Plan Agreements

The initial term of the Term Plan Agreement shall be set forth on such Term Plan Agreement. Upon expiration of the Initial Term, the Term Plan Agreement shall automatically renew on the same terms and conditions (including, without limitation, the rates) for successive one (1) year terms unless either party notifies the other of its intention to terminate the Term Plan Agreement at the end of the initial term or renewal term, as the case may be, which such notice shall be in writing and provided to the other party at least sixty (60) days prior to the expiration of the initial term or the renewal term, as the case may be. In the event of such notice, the Term Plan Agreement shall terminate upon the expiration of the initial term or renewal term, as the case may be. The notice must be in the form of a letter, facsimile or e-mail. The Customer shall notify the Company in writing if the Customer contact person is changed. The Company reserves the right to reject any Customer termination request received from any person other than the designated Customer contact person.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.12 Refusal of Service

2.12.1 The following may not constitute cause for refusal of service to a present or prospective customer:

- A. failure of a prior customer to pay for service at the premises to be serviced;
- B. failure to pay for a different class of service for a different entity; or
- C. failure to pay directory advertising charges.



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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.13 Cancellation of Service

2.13.1 If the Customer cancels or terminates an order prior to the installation of Services, the Company shall invoice the Customer and the Customer shall pay to the Company the following: (i) all standard installation charges; and (ii) all costs incurred by the Company in connection with such order, including, without limitation, installation and other costs incurred with third parties with respect to such cancelled Service and labor costs for work performed by the Company employees with respect to such order.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.13 Cancellation of Service (Cont'd.)

2.13.2 Cancellation by the Customer without Cause

The Customer's rates and discounts, if any, are provided to the Customer in exchange for the Customer's commitment to obtain the Services for the agreed upon term of the Term Plan Agreement. If the Customer terminates all or any part of the Services obtained under the Term Plan Agreement prior to the expiration of the Initial Term or any Renewal Term then in effect for any reason other than Cause (as set forth in the following 2.13.3 below, then, in addition to payment for all Services rendered through the effective termination date, the Customer shall be liable to the Company for liquidated damages, and not as a penalty, an amount equal to the sum of all of the following that apply to the Service(s) terminated by the Customer;

- A. if the Service terminated is switched long distance, a charge equal to the greater of the following:
1. 100% of the minimum monthly usage commitment, if any, multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect; or
  2. the average of the highest three (3) months billed usage since the beginning of the Term Plan Agreement multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.13 Cancellation of Service (Cont'd.)

2.13.2 Cancellation by the Customer without Cause (Cont'd.)

- B. for each other Service that is terminated, a charge equal to the greater of the following:
1. 100% of the sum of the minimum monthly usage commitment, if any, and any monthly recurring charge applicable to the Service terminated, multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect; or
  2. the average of the highest three (3) months billed for such terminated Service (including, without limitation, any monthly recurring charge applicable to such Service) since the beginning of the Term Plan Agreement multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect;
- C. a charge equal to the total costs and expenses incurred by the Company in connection with installing, providing and removing a Service, including any early termination or cancellation charges incurred by the Company from third parties on the Customer's behalf. In addition, the Company shall be entitled to the cost of collection of the forgoing amounts including, without limitation, court costs, reasonable attorney's fees and interest on past due amounts.

Where the Customer received reduced rates or a discount because the Customer subscribed to more than one Service, the Customer's termination of one Service may result in the forfeiture of the Customer's reduced rates or discount for that Service or Services that are not terminated, and the Customer shall be liable to the Company for the amount of discount received by the Customer for the period from the beginning of the term of the Agreement for such Services up to and including the effective date of the termination of the Service or Services terminated.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.13 Cancellation of Service (Cont'd.)

2.13.3 Cancellation by the Customer with Cause

A customer may have his service disconnected upon written notice to Carrier. The Carrier will hold the customer responsible for payment of all bills for service furnished until the cancellation date specified by the customer or until the date written cancellation notice is received, whichever is later. The Customer must provide 60 days written notice of cancellation in advance.

In the event (i) the Company fails to substantially cure any material default or failure of performance within thirty (30) days after the Company's receipt of the Customer's written notice describing with reasonable specificity such alleged material default or failure of performance, or (ii) if such default cannot be cured within such thirty (30) day period and the Company does within such thirty (30) day period commence such acts as shall be reasonably necessary to substantially cure the default and/or does not diligently complete such acts within a reasonable time, the Customer may terminate the Service(s) for Cause by giving the Company a written notice of termination within fifteen (15) days after the expiration of said thirty (30) day period or such reasonable time period in the event of (ii), above. If the Customer is receiving multiple types of Services, or receiving Services at multiple locations, the Customer's right to terminate Service(s) as set forth in this section shall be limited to termination of the affected Service(s) only or at the affected location(s) only.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.13 Cancellation of Service (Cont'd.)

2.13.4 Cancellation by the Company

- A. Upon such notice as is required by the governing regulatory body (or if no such notice is required, upon forty-eight (48) hours notice), the Company may refuse, terminate, discontinue or limit the use of Service (either temporarily or permanently) to the Customer or withhold the provision of ordered or contracted Service, without liability to the Customer:
1. if any balance is past due;
  2. if the Customer exceeds its credit limit and does not cure within the applicable notice period referenced above in this section after receipt of such notice, which such notice may be by phone, mail, fax or e-mail;
  3. when necessitated by conditions beyond the Company's control;
  4. for violation of any of the provisions contained in this tariff and/or the Customer's Agreement with the Company, including the Terms and Conditions;
  5. for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Service; or
  6. by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing the Service.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.13 Cancellation of Service (Cont'd.)

2.13.4 Cancellation by the Company (Cont'd.)

- B. In addition, the Company may immediately and without notice terminate and/or block Services without incurring liability to the Customer for the following reasons:
1. fraud committed by the Customer or a user of the Customer's Service;
  2. if the Customer refuses to furnish information or furnishes false information essential for billing by the Company or for the Company's determination of the Customer's credit worthiness;
  3. the Customer indicates that the Customer will not comply with a request from the Company for security for the payment of Services;
  4. the Customer has received notice of cancellation from the Customer's local Service provider; or
  5. the Customer's usage exceeds parameters based on historical usage by the Customer.

In the event the Company permanently terminates Service to the Customer under this section, any agreement between the Customer and the Company, including Terms and Conditions, shall terminate. The Customer shall be liable for all liquidated damages as set forth in Section 2.13.2 for all Services terminated under this Section.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.13 Cancellation of Service (Cont'd.)

2.13.5 Cancellation as a Result of a Change in Local Service Provider

The Customer shall notify the Company if the Customer changes its local service provider for any reason, including, without limitation, as a result of a change in physical location. If the Customer obtains only long distance service from the Company, upon a change of local service provider by the Customer, the Company reserves the right to terminate long distance service to the Customer upon thirty (30) days written notice to the Customer. In the event the Company exercises its right to terminate long distance service to the Customer because the Customer changes its local service provider, the Customer shall be liable to the Company only for payment of long distance service provided up to and including the effective date of termination of such long distance service and shall not be liable for any liquidated damages with respect to such long distance service only.

2.13.6 Final Invoice

Upon termination, the Company shall forward a final invoice to the Customer, which such invoice will include, without limitation, all charges (including, without limitation, recurring charges) incurred up to the effective termination date and all applicable liquidated damages.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.13 Cancellation of Service (Cont'd.)

2.13.7 Company Contact Information for Cancellation

The Customer shall use the following addresses for cancellation and disconnect requests only:

- A. FAX – 419-724-7074
- B. US Mail – Block Line Systems, LLC; 405 Madison Avenue, Suite 2100; Toledo, Ohio 43604
- C. Such request shall include all of the following that apply:
  - 1. an itemized list of the Service(s) that Customer wishes to disconnect;
  - 2. the Customer's account number;
  - 3. affected circuit ID's;
  - 4. affected telephone numbers; and,
  - 5. the Customer contact information (i.e., name, address, telephone number, fax number, and email address.



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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.14 Restoration of Service

2.14.1 Service suspended by the Company and later restored, will be subject to a \$50.00 reconnection fee. Service disconnected by the Company and later re-installed, will be subject to all applicable installation charges, and the Customer will pay such charges prior to reinstallation of service.

2.14.2 The use and restoration of certain telecommunications services in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.15 Force Majeure

The Company's performance hereunder shall be excused in the event of any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes, national emergencies, insurrections, riots, wars, or other civil commotions, strikes, lockouts, work stoppages or other labor difficulties, criminal actions taken against the Company, cable cuts, unavailability, failure, interruption or capacity limitations of telecommunications facilities or transmission links (digital or analog) and any law, order, regulation or other action of any governing authority or agency thereof.

2.16 Disconnection of Existing Service(s) and Vendor Change(s)

The Customer is responsible for disconnection of services with the Customer's existing telecommunications provider. The Company is not responsible for any fees or other charges assessed against the Customer by the Customer's existing provider for termination of service obtained from such provider or the Customer's failure to terminate services with such provider. In addition, the Customer is responsible for all charges assessed by the Customer's phone system vendor and other third parties incurred in connection with the installation or alteration of the Company Services.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.17 Assignments

The Customer may not transfer or assign the Customer's Agreement with the Company, including the Terms and Conditions, or use of any of the Services (including resale and subtending of Internet service) without the written consent of the Company, which such consent shall be at the sole and absolute discretion of the Company. All regulations and conditions contained in this Tariff shall be binding on the Customer and his/her respective personal and legal representatives, successors and permitted assigns.

2.18 Special Service

Labor and expenditures required by Customer to provide service outside the scope of normal services. This class of service includes, without limitation, services whereby Company is required to incur unusual costs for engineering, purchases, labor or other related costs to provide the Customer-requested service.

2.19 Modification

Company reserves the right to modify its rates and service policies at any time, subject to approval of the New York Department of Public Service and compliance with applicable notification requirements.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.20 Taxes and Other Charges

All state and local taxes (i.e., gross receipts tax, sales tax, municipal and county utilities tax) are listed as separate line items, are not included in the quoted rates, and are the responsibility of the Customer. The Customer is also responsible for the payment of any use, excise, access, franchise and license fees or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services. Any taxes imposed by a local jurisdiction will only be recovered from those Customers located in the affected jurisdiction. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.21 Designation of Company Contact

The Customer is required to designate a contact person to the Company who is empowered to transact all correspondence with the Company regarding the Customer's account. Specifically, the Customer Contact will be responsible for corresponding with the Company on all moves, adds, changes, disputes and cancellation requests. The Company will neither accept nor be bound by any request not submitted by the specified Company Contact. Any change by the Customer pertaining to the Company Contact must be provided to the Company in either written or verbal format.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.22 Operator Services

2.22.1 Carrier will comply with the provisions of 16 N.Y.C.R.R. Part 649.2, as follows:

A provider of intrastate operator assisted communications services must:

- A. identify itself at the time the end-user accesses its services;
- B. upon request, quote all rates and charges for its services to the end-user accessing its system;
- C. arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available either to the public or transient end-users:
  - 1. the operator service provider's name and address;
  - 2. bill and service dispute calling information including the operator service provider's dispute resolution phone number;
  - 3. clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
  - 4. notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.
- D. in instances when the provider is unable to complete the call and its requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- E. in the case of such a transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.22 Operator Services (Cont'd.)

2.22.2 Carrier will comply with the provisions of 16 N.Y.C.R.R. Part 649.4, as follows:

Effective September 1, 1990, providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

2.22.3 Emergency Services

- A. Carrier shall not offer emergency operator services (i.e. emergency services dialed as "911" or "0") to any reseller of telephone service via COCOTs or credit card-activated telephones located in New York State.
- B. Carrier shall advise all of its New York State telephone vendor clients that all calls dialed by their users as "911" or "0" with no additional digits following, must be routed into the local network with no delay for "911" and allowing no more than nominally 4 seconds (3 to 5 seconds acceptable) or delay after the caller dials "0".
- C. In the event an emergency call bypasses the above restrictions and is routed to Carrier, it shall have procedures in place with which to handle such calls expeditiously.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.23 Schools and Libraries Discount Program

2.23.1 General

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

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.23 Schools and Libraries Discount Program (Cont'd.)

2.23.2 Regulations

- A. Obligation of eligible schools and libraries
1. Request for service
    - a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
    - b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
    - c. Service requested will be used for educational purposes.
    - d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.
- B. Obligations of the Company
1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
  2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
  3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.23 Schools and Libraries Discount Program, (Cont'd.)

2.23.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.



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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.24 Health Care Providers Support Program

2.24.1 General

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

2.24.2 Regulations

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- D. Responsibility of eligible health care providers
  - 1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
  - 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.24 Health Care Providers Support Program, (Cont'd.)

2.24.2 Regulations (continued)

D. Responsibility of eligible health care providers (continued)

3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

E. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1. preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.24 Health Care Providers Support Program, (Cont'd.)

2.24.3 Rates and Charges

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

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- C. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.25 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority

2.25.1 General

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

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

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

2.25.1 General, (cont'd.)

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

2.25.2 TSP Request Process

A. Restoration

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

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

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

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

2.25.2 TSP Request Process, (Cont'd.)

A. Restoration, (Cont'd.)

3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

2.25.2 TSP Request Process, (Cont'd.)

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.25.2(A). above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.25.2(A)(1) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

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

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



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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

2.25.3 Responsibilities of the End-User

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

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.25 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority,  
(Cont'd.)

2.25.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.25 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.25.4 Responsibilities of the Company, (Cont'd.)

- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.25.5 Preemption

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.26 Payphone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371) and amended by Report and Order released August 12, 2004 (FCC 04-182), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard rates, terms and pricing guide usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

**Rate per Call**

**\$0.60**

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**SECTION 3 - SERVICE AREAS**

3.1 Exchange Classifications

3.1.1 General

Line Systems, Inc. offers Local Exchange Service within the Verizon New York Inc., Footprint Exchange Areas and Local Calling Areas.

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**SECTION 4 – SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC  
CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS**

4.1 Special Arrangements

4.1.1 Contracts

Line Systems, Inc. may offer customized service packages under special arrangements on a case by case basis. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff.

4.1.2 Promotional Offerings

Line Systems, Inc. may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

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**SECTION 4 – SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC  
CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS (CONT'D)**

4.2 Miscellaneous Charges

4.2.1 General

These charges are nonrecurring and apply to various Customer requests for connecting, moving or changing service. They are in addition to any other scheduled rates and charges that would normally apply under this tariff.

4.2.2 Paper Bill Charge

For customers electing to receive a paper bill, there will be a per invoice charge.

	<u>Minimum</u>	<u>Maximum</u>
Per Invoice:	\$1.50	\$7.00

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**SECTION 4 – SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC  
CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS (CONT'D)**

4.3 Description of Service and Rates

4.3.1 Calculation of Rates

A. Rate Factors

The rate for an IMTS call is determined by the following factors:

1. The per-minute rate for the mileage band applicable to the call.
2. The time of day or applicable rate period in which call originates.
3. The duration of the call in minutes.

B. Rate Elements

The elements of the charge for the call are the initial minute or first minute of use and any additional minutes of use beyond the initial minute. The Company may charge a different per-minute rate for the initial minute than for additional minutes.

C. Rate Formula

The formula used to determine the charges for IMTS calls as is follows:

$$\text{RATE} = \text{Initial Minute Charge} + (\text{Additional Minute Charge}) * (\text{Total Minute} - 1)$$

The rate applied is determined by taking the total minutes of the call minus one minute and multiplying this amount by the additional per minute charge, then this product is added to the initial per-minute charge



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**SECTION 4 – SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC  
CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS (CONT'D)**

4.3 Description of Service and Rates (Cont'd)

4.3.1 Calculation of Rates (Cont'd)

D. Rate Periods

The Company's rate periods are as follows:

<u>Rate</u>	<u>Period Duration</u>	<u>Days Applicable</u>
Day	8:00 AM through 4:59 PM	Mon. - Fri.
Evening	5:00 PM through 10:59 PM	Sun. - Fri.
Night/Weekend	11:00 PM through 7:59 AM	All days
	8:00 AM through 10:59 PM	Saturdays
	8:00 AM through 4:59 PM	Sundays

On holidays the Evening Rate will apply unless a lower rate would normally apply. The holidays recognized by the Company are Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Labor Day (the 1st Monday in September) and Thanksgiving day (the fourth Thursday in November).

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**SECTION 4 – SERVICES PROVIDED TO PROSPECTIVE BLOCK LINE SYSTEMS, LLC  
CUSTOMERS AND FORMER LINE SYSTEMS, INC. CUSTOMERS (CONT'D)**

4.3 Rates and Charges for Services (Cont'd)

4.3.2 MTS Service

- A. Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff or the tariff of Verizon New York Inc. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

Negotiated rates will range on a case-by-case basis and are determined by the competitive nature of the account.

	<u>Minimum</u>	<u>Maximum</u>
Per Minute Rate:	\$0.029	\$0.075

- B. Usage rates for casual users will apply as provided in the Price List to this tariff.

	<u>Minimum</u>	<u>Maximum</u>
Per Minute Rate:	\$0.05	\$0.30

4.3.3 800/888 Service

Customers who subscribe to this service will be responsible for payment of a monthly charge of \$4.95. The usage rates provided for in Section 4.3.2 preceding will be applied on an inbound basis to 800/888 calls.

	<u>Minimum</u>	<u>Maximum</u>
	\$2.50	\$12.50