LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

This Price Guide, issued by
Business Telecom, LLC.
cancels and replaces in its entirety, The Price Guide
issued by Business Telecom, LLC
d/b/a Earthlink Business

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

BUSINESS TELECOM, LLC.

[AS OF DECEMBER 16, 2009, ALL PRODUCTS AND SERVICES CONTAINED IN THIS GUIDE ARE RESERVED FOR CURRENTLY SUBSCRIBED CUSTOMERS AND ARE NO LONGER AVAILABLE TO NEW CUSTOMERS.]

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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EXPLANATION OF SYMBOLS

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

(D)	-	Delete or Discontinue
(I)	-	Change Resulting In An Increase to A Customer's Bill
(M)	-	Moved From Another Location
(N)	-	New
(R)	-	Change Resulting In A Reduction to A Customer's Bill
(T)	-	Change In Text or Regulation But No Change In Rate or Charge

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CUSTOMER SERVICE GUIDE 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 guide. 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. For example, the 4th Revised Leaf 14 cancels the 3rd Revised Leaf 14.

C. Paragraph Numbering Sequence - There are nine 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).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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

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

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

Call Initiation - The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

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

Central Office - An operating officer of the Company where connections are made between telephone exchange lines.

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

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

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

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

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

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

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

Company - Business Telecom, LLC., unless otherwise clearly indicated by the context.

Commission - The New York State Public Service Commission.

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

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

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

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

Dial Pulse (DP) - The pulse type employed by a rotary dial station set.

Direct Inward Dial (DID) - A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

Direct Outward Dial (DOD) - A service attribute that allows individual station users to access and dial outside numbers directly.

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

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

Dual Tone Multi-Frequency (DTMF) - The pulse type employed by tone dial station sets. (Touch tone)

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

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

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

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

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

Exchange Access Line - A central office line furnished for direct or indirect access to the exchange system.

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

Final Account - A customer whose service has been disconnected who has outstanding charges still owed to the Company.

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

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

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

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

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

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

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

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

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

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

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

Incoming Service Group - Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

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

Interoffice Mileage - The segment of a line which extends between the central offices serving the originating and terminating points.

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

Joint User - A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Guide.

Kilobit - One thousand bits.

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

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

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

Local Call - A call which, if placed by a customer over the facilities of the Company is not rates as a toll call.

Local Calling Area - The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Local Service - Telephone exchange service within a local calling area.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

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

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

Measured Rate Service - A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network, measured in increments of minutes or seconds.

Megabit - One million bits.

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

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

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

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

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

Network Control Signaling Unit - The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

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

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

PBX - A private branch exchange.

Point of Demarcation - The point where the Company's facilities end and the Customer's premises wiring begins.

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

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

Private Branch Exchange Service - Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

Public Access Line Service - Service providing facilities for a customer owned coin operated telephone (COCOT).

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

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

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

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

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

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

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

Serving Central Office - The central office from which local service is furnished.

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

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

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

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

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

Telephone Call - A voice connection between two or more telephone stations through the public switched exchange system.

Telephone Grade Lines - Lines furnished for voice transmission or for certain signaling purposes.

Termination of Service - Discontinuance of both incoming and outgoing service.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

Tie Line - A dedicated line connecting two switchboards or dial systems.

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

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

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

User - A customer, joint user, or any other person authorized by a customer to use service provided under this Guide.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this guide in connection with one-way and/or two-way information transmission originating from points within the State of New York, and terminating within a local calling area as defined herein.

The Company is responsible under this guide only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.1 Undertaking of the Company (Cont'd.)

2.1.2 Use of Service

The Service(s) provided by the Company may be used for any lawful purpose consistent with the transmission and switching parameters and rules of the facilities utilized in the provision of the 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. in such a manner as to unreasonably interfere with the use of the Service by any of the Company's customers; and/or

C. to transmit any material which, in the Company's sole discretion:

1. violates any U.S. or 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.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

B. The furnishing of service under this guide is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this guide, a month is considered to have thirty (30) days.

B. Customers may be required to enter into written agreements which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this guide. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

C. Except as otherwise stated in the guide, at the expiration of the initial term specified in each agreement, or in any extension thereof, service shall automatically renew on the same terms and conditions (including, without limitation, the rates) for successive one year terms unless terminated by either party upon 60 days written notice. The notice must be in the form of a letter, facsimile or e-mail. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the written agreement and this guide prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

D. Service may be terminated upon written notice to the Customer if:

1. the Customer is using the service in violation of this guide; or

2. the Customer is using the service in violation of the law.

E. This guide shall be interpreted and governed by the laws of the State of New York without regard for its choice of laws provision.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Terms and Conditions (Cont'd.)

F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Limitations on Liability

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.

B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service. 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.

C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Limitations on Liability (Cont'd.)

D. The Company, including but not limited to, its directors, officers, employees, representatives and agents, shall be indemnified and saved harmless by the Customer from and against all claims, demands, activities, suits, actions, losses, liabilities, damages and expense, including court costs, expenses and attorneys' fees due to:

1. Any act, negligence or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

2. 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 stoppage or other labor difficulties; criminal actions taken against the Company; cable cuts, unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's facilities and services;

4. Libel, slander, invasion of privacy or infringement of patents, trademarks, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

5. Breach in the privacy or security of communications transmitted over the Company's facilities;

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Limitations on Liability (Cont'd.)

D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.5.

7. Availability of 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 services;

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

9. Any intentional, wrongful act of the Company's employee(s) when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Limitations on Liability (Cont'd.)

D. (Cont'd.)

10. Any representations made by the Company's employees that do not comport or are inconsistent with the provisions of this guide;

11. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

12. Any non-completion of calls due to network busy conditions;

13. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities;

14. Content of information passing through the Company's network, including the accuracy or quality of such information.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Limitations on Liability (Cont'd.)

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

F. The Company makes no other, and expressly disclaims all, warranties or representations, EXPRESS OR IMPLIED, concerning the service or any content received via the service, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

G. Failure by the Company to assert its rights pursuant to one provision of this guide does not preclude the Company from asserting its rights under other provisions.

2.1.6 Notification of Service-Affecting Activities

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

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.1 Undertaking of the Company (Cont'd.)

2.1.7 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

D. The Company will deliver the Service(s) to the Customer's physical address set forth on an order for the Service(s) and terminate such Service(s) at the recognized point of demarcation.

E. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to be technically and operationally compatible with the facilities of the Company.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.1 Undertaking of the Company (Cont'd.)

2.1.7 Provision of Equipment and Facilities (Cont'd)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this guide and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-provided equipment; or

3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.8 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or 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.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.1 Undertaking of the Company (Cont'd.)

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this guide, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;

B. of a type other than that which the Company would normally utilize in the furnishing of its services;

C. over a route other than that which the Company would normally utilize in the furnishing of its services;

D. in a quantity greater than that which the Company would normally construct;

E. on an expedited basis;

F. on a temporary basis until permanent facilities are available;

G. involving abnormal costs; or

H. in advance of its normal construction.

2.1.10 Ownership of Facilities

The Company shall remain the sole owner of any equipment it provides and/or installs at the Customer's premises.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company, at its sole discretion, may permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this guide will apply.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A. the payment of all applicable charges pursuant to this guide;

B. the proper installation, operation and maintenance of Customer-provided equipment used in connection with the Company's facilities or equipment;

C. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

D. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

E. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(D). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(E); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

H. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

I. not causing any harm to the Company's equipment and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

J. arranging for the installation of any additional premises wiring, if needed, at Customer's sole cost and expense after the Company terminates the Service(s) at the recognized point of demarcation.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other guide of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this guide including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this guide is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this guide. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this guide.

The Company will deliver the Service(s) to the Customer at the physical address set forth on an order for the Service(s) and terminate such Service(s) at the recognized point of demarcation.

2.4.2 Station Equipment

A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's recognized point of demarcation.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities and in compliance with any industry standards and/or FCC rules and regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such Customer-provided equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

C. If harm to the Company=s network, personnel or services is imminent, the Company reserves the right to shut down Customer=s service immediately, with no prior notice required.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month’s charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required for business Customers in addition to a deposit.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

A. 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.

B. The Company reserves the right to periodically review the Customer's credit worthiness and credit terms.

C. The Company also reserves the right to change credit terms and conditions for business Customers based on the Customer's payment history and credit worthiness.

D. If no maximum deposit has been established by law, the Customer will be required to furnish a deposit in an amount based upon two (2) month's estimated usage.

E. The Company will pay interest on such deposit at the rate established by the New York Department of Public Service in accordance with Title 16 NYCRR §600.1(a) for non-residential Customers and Title 16 NYCRR §609.9(e) for residential Customers.

F. The establishment of credit shall be governed by the New York Department of Public Service.

G. The Company shall automatically refund the deposits of Customers in accordance with Public Service Law §117 and Title 16 NYCRR §600.1(b) for non-residential Customers and Title 16 NYCRR §609.9(g)(1) through §609.9(g)(4) for residential Customers.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.6 Payment Arrangements

2.6.1 Payment for Service

A. The requirements listed below apply to all Customers of the Company. See Section 2.6.8 for special payment arrangements applicable to 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.

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 Customer's outbound calling capabilities on an unauthorized basis. The Customer shall remain liable for all unauthorized of the Company's Service(s) by Users. The Company may analyze any and all information at its disposal, including credit surveys, call detail records and any other information to confirm unauthorized use. The Customer shall pay for unauthorized or fraudulent use 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.

D. The Customer shall render payment in the amount of and on or before the date stated on the invoice.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.6 Payment Arrangements (Cont'd.)

2.6.1 Payment for Service (Cont'd.)

E. 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 shall 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 2.5.

F. The Customer is responsible for all state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) which are listed as separate line items and are not included in the rates quoted in this guide. The Customer is also responsible for the payment of any sales, use, gross receipts, excise, access 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 Local Services. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes, including but not limited to franchise fees and license fees) will only be recovered from those Customers located in the affected jurisdiction.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.6 Payment Arrangements (Cont'd.)

2.6.2 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. Non-recurring charges are due and payable on or before the date stated on the invoice.

B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable on or before the date stated on the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

C. 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.

D. 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 guide or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.6 Payment Arrangements (Cont'd.)

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

E. All past due amounts shall bear interest at 1.5% per month for business Customers. Such amount will apply to checks or drafts presented for payment which are returned, plus an additional service charge up to the maximum allowed by law. If an attorney or collection agency is required to collect any amounts due, the Customer shall pay the Company's reasonable costs. 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. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts.

Late payment charges do not apply to final accounts.

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

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.6 Payment Arrangements (Cont'd.)

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

F. The Customer should notify the Company of any disputed items on an invoice within sixty (60) days of receipt of the invoice. 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 Department of Public Service in accordance with the Department's rules of procedure. The address of the Department is as follows:

New York Department of Public Service
3 Empire Plaza
New York, New York 12223

G. If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates defined in Section 3.2 and stipulated in Rate Schedule, Section 3(A).

H. 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.

I. Special Bill Handling Fee

A $25 special bill handling fee, plus the cost of labor and materials in excess thereof, will apply to customers who request special bill handling outside of the included monthly remittance available today.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may refuse, terminate, discontinue or limit the use of service (either temporarily or permanently) to the Customer for the following reasons provided in this Section 2.6.3. Customers will be provided written notice prior to discontinuance in accordance with Title 16 NYCRR §600.3(a), §600.3(b) and §600.3(e) for business Customers.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A), 2.6.3(B), and 2.6(D) the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this guide, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

A. Upon nonpayment of any regulated amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.

C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

D. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause (Cont'd.)

E. The Company shall suspend, terminate, disconnect or limit the use of Service in circumstances where the Customer's unlimited access to the network might result in substantial loss of revenue to the Company.

F. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.

G. Without notice in the event of tampering with the equipment or services furnished by the Company.

H. Without notice in the event that a condition on the Customer's premises is hazardous.

I. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after fifteen (15) days, the Customer has not complied with the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service in accordance with the Title 16 NYCRR rules referenced in this Section 2.6.3.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company sixty (60) days written notice of desire to terminate service.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.6 Payment Arrangements (Cont'd.)

2.6.5 Cancellation of Application for Service

A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

D. Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due when rendered and are payable at any business office of the Company, or at other address designated by the Company. If objection in writing is not received by the Company within thirty days after the bill is rendered, such bill shall be deemed to be correct and binding upon the customer. If objection results in a refund to the customer, such refund will be with interest at the grater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.6 Payment Arrangements (Cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Return Check Charge

A return check charge of not more that the lesser of the amount agreed upon, if contracted for, or $20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.6 Payment Arrangements (Cont'd.)

2.6.8 Special Billing Arrangements for Student Customers

Students shall render payment by using one of BTI's Required Payment Methods.

A. [Reserved For Future Use]

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.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.7 Allowances for Interruptions in Service

2.7.1 General

A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this guide.

B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

A. Due to the negligence of or noncompliance with the provisions of this guide by any person or entity other than the Company, including but not limited to the Customer;

B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

C. Due to circumstances or causes beyond the reasonable control of the Company;

D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;

F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

H. That was not reported to the Company within five (5) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service

A. Credit allowance for interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in this Guide. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not 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 and connected to the Company's facilities. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. The credit shall apply only to monthly recurring charges and does not affect any charges based upon the Customer's actual usage of the Services. The credit will apply against future services only and will not reduce the amount of any outstanding balance.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service (Cont'd.)

B. For calculating credit allowances, every month is considered to have 720 hours.

C. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

D. The Customer shall be credited for an interruption of two hours or more at the rate of $1/720^{th}$ of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues. This credit applies only to monthly recurring charges, and does not affect any charges based upon Customer's actual usage of Company's services.

Credit Formula:

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

"A" - outage time in hours
"B" - total monthly charge for affected facility

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.8 Cancellation of Service/Termination Liability

2.8.1 If the Customer cancels or terminates an order prior to the installation of non-contracted Services, the Company shall be administered in accordance is with the regulations stipulated in Section 2.6.5.

2.8.2 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 Section 2.8.3 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. a charge equal to 100% of the monthly recurring charges for the Service(s) terminated multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect;

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;

2.8 Cancellation of Service/Termination Liability (Cont'd.)

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

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.

2.8 Cancellation of Service/Termination Liability (Cont'd.)

2.8.3 Cancellation by the Customer with Cause

A customer may have his service disconnected upon written notice to Company. Company 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.

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.

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

2.8 Cancellation of Service/Termination Liability (Cont'd.)

2.8.4 Cancellation by the Company

A. 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, upon such notice as is required by the governing regulatory body (or if no such notice is required, upon forty-eight (48) hours notice) and in addition to Section 2.6.3:

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; or

3. when necessitated by conditions beyond the Company’s control;

4. 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.

2.8 Cancellation of Service/Termination Liability (Cont'd.)

2.8.4 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. 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;

2. the Customer indicates that the Customer will not comply with a request from the Company for security for the payment of Services;

3. 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.

2.8.5 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.

2.8 Cancellation of Service/Termination Liability (Cont'd.)

2.8.6 Company Contact Information for Cancellation

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

A. Customer disconnection requests must be initiated by accessing the WIN online portal at www.we.windstreamonline.com, or by calling 1-800-600-5050. Any other means of providing notice of disconnection is void and has no effect, even if actually received by WIN.

B. 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).

2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this guide.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C. The Customer must give the Company written or oral notice that an unauthorized use of an accepted credit card has occurred or may occur as a result of loss, and/or theft.

D. The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this guide, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars ($50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE NEW YORK DEPARTMENT OF PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this guide. Any service provided under this guide may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the New York Department of Public Service regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this guide, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this guide. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.11 Transfers and Assignments

The Company 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 Guide shall be binding on the Customer and his/her respective personal and legal representatives, successors and permitted assigns.

The Company may assign its rights and duties to (a) any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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

2.12 Notices and Communications

2.12.1 The Customer shall designate a specific person as the contact with authority to conduct business with the Company. The Customer shall notify the Company in writing if the Customer's contact person is changed. The Company reserves the right to reject any Customer requests, cancellations and/or notices received from any person other than the designated Customer contact person.

2.12.2 The Customer shall designate on the written agreement an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.12.3 The Company shall designate on the written agreement an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.12.4 Except as otherwise stated in this guide, all notices or other communications required to be given pursuant to this guide will be in writing.

2.12.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Restoration of Service

2.13.1 Service suspended by the Company and later restored, will be subject to a reconnection fee as defined in Section 3.1.3(A) of this guide. 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.

2.13.2 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.

2.14 Flexible Pricing

2.14.1 General

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

2.14.2 Conditions

A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.

B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

D. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

2.15 Installation Service

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit. In the case of any inconsistency with the regulations in Part 603.15 of Title 16 NYCRR for installation service, the rules of the Commission shall prevail.

2.16 Telephone Surcharge

2.16.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Guide, various surcharges apply to the customer's monthly bill statement as outlined in 2.16.2 and 2.16.3 below. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed in the Rate Schedule at the end of this guide.

2.16.2 Surcharge For State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown in the Rate Schedule at the end of this guide. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised rate schedule as directed or approved by the Commission.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

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

2.16 Telephone Surcharge (Cont'd.)

2.16.3 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

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

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

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

2.16.4 Administrative Services Fee (“ASF”)

The Administrative Services Fee is a graduated percentage monthly fee assessed to all monthly recurring charges (MRCs) to recover costs associated with Customer Service Guide and price guide filings, collections, record maintenance, various state business licenses, various regulatory fees where applicable, general account servicing, and the administrative costs the Company incurs for local, state and federal governmental data gathering, record maintenance, and required reporting. This is not a tax or charge imposed by a governmental entity.

The applicable percentage rate may vary. For the most current rate in effect, please refer to Business Telecom, LLC FCC Customer Service Guide No. 7, publicly posted at http://www.Customer Service Guides.net/windstream/

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

2.17 Additional Provisions Applicable to Business Customers

2.17.1 Application of Rates

A. Business rates as described in Section 7 and shown in Attachment B apply to service furnished:

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

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

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

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

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

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

2.17 Additional Provisions Applicable to Business Customers (Cont'd.)

2.17.2 Telephone Number Changes

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

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Guide.

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

2.17.3 Deposits

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

2.17.4 Dishonored Checks

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

2.17 Additional Provisions Applicable to Business Customers (Cont'd.) **(N)**

2.17.5 TDM Connectivity Charge

All Business Access Service options may be assessed a TDM Connectivity Charge.

This is a monthly recurring charge assessed on services that rely on Time Division Multiplexing ("TDM") equipment and facilities in areas where an alternative Internet Protocol ("IP") based service exists. The amount of the charge is dependent upon the bandwidth capacity in use at a service location. The bandwidth capacity will be classified as DSO Connectivity or T1 Connectivity.

Per circuit for DS0 Connectivity	$2,750
Per circuit for T1 Connectivity	$30,000 **(N)**

2.18 [Reserved For Future Use]

2.19 Automatic Number Identification

2.19.1 Regulations

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

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

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

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

2.19 Automatic Number Identification (Cont'd.)

2.19.1 Regulations (Cont'd.)

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

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

2.19.2 Terms and Conditions

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

2.20 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority

2.20.1 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 guide language contained herein.

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

2.20.1 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.

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

2.20.2 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.

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.

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

2.20.2 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 2.26.2(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 2.26.2(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.

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

2.20.3 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.

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

2.20.4 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.

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

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

2.20.4 (Cont'd.)

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.

2.20.5 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.

2.21 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:

2.21.1 In lieu of normal installation charges, dedicated access line Customers will be charged a $1,000.00 Move Fee;

2.21.2 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

2.21.3 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.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 3 - CONNECTION CHARGES

3.1 [Reserved for Future Use]

SECTION 3 - CONNECTION CHARGES (CONT'D.)

3.2 Restoral Charge

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

3.3 Moves, Adds and Changes

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

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

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

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

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

SECTION 3 - CONNECTION CHARGES (CONT'D.)

3.4 Charges Associated with Premises Visit

3.4.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

3.4.2 Customer Premise Visit Charge

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

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

SECTION 3 - CONNECTION CHARGES (CONT'D.)

3.5 Primary Interexchange Carrier Change (PICC) Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

3.6 Record Change Charge

The Record Change Charge is a flat rate charge per feature added to an existing NPA-NXX-line.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES

4.1 General

4.1.1 Description

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this guide. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Guide.

IntraLATA toll calling includes the following types of calls: direct dialed, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

4.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

A. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.

B. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

SECTION 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (CONT'D.)

4.2 Timing of Calls

4.2.1 Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.

4.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

4.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

4.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

4.2.5 Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

4.2.6 Computation of Charges

For the computation of charges, the duration of each call is measured and rounded up to the applicable billing increment, then multiplied by the applicable rate and if the computed charge for any individual call results in a fraction of a cent, the fraction is then rounded up to the next whole cent on a per call basis. For example, a service may provide that each call will be charged a minimum of 18 seconds and thereafter timed in 6-second increments; therefore, under this example, a 10-second call will be rounded up to 18 seconds (0.3 minutes), and a 44-second call will be rounded up to 48 seconds (0.8 minutes). If, after multiplying the billing increment by the applicable rate, the computed charge for an individual call results in a fraction of a cent, the fraction is rounded up to the next whole cent (for example, $1.523 would round up to $1.53). Once the charge for each call is computed as described above, the calls are summed on the Customer's invoice.

SECTION 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (CONT'D.)

4.3 Time Periods Defined

Unless otherwise indicated in this Guide, the following time periods apply.

4.3.1 Peak: 7:00 a.m. to, but not including, 7:00 p.m. – Monday through Friday

4.3.2 Off-Peak: 7:00 p.m. to, but not including, 7:00 a.m. – Sunday through Friday
All day Saturday and Sunday
All Holidays

4.3.3 Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day.

4.3.4 All times refer to local time.

SECTION 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (CONT'D.)

4.4 Regulations and Computation of Mileage

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

4.4.1 Originating Rate Center

A customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center.

4.4.2 Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

4.4.3 Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

4.4 Regulations and Computation of Mileage (Cont'd.)

4.4.3 Calculation of Mileage (Cont'd.)

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Customer Service Guide No. 4 or successor Customer Service Guides. To determine the airline distance between any two locations, proceed as follows:

A. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.

B. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.

C. Square each difference obtained in step b., above.

D. Add the square of the "V" difference and the "H" difference obtained in step c., above.

E. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

SECTION 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (CONT'D.)

4.5 Call Charges

Rates are based on the duration of the call as measured according to Section 4.2 above, time of day rate period of the call as described in Section 4.3 and the airline mileage between points of the call as described in Section 4.4. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing).

4.5.1 Usage Charges

MINIMUM:

Rates may be reduced selectively and in varying amounts, down to incremental cost, on one day's notice to customers and the Public Service Commission.

MAXIMUM:

	PEAK		OFF-PEAK	
Mileage	First Minute	Each Add'l Minute	First Minute	Each Add'l Minute
0 – 8	$0.30	$0.12	$0.20	$0.12
9 – 13	$0.40	$0.20	$0.40	$0.20
over 13	$0.50	$0.30	$0.50	$0.30

SECTION 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (CONT'D.)

4.5 Call Charges (Cont'd.)

4.5.2 Per Call Service Charges

The following service charges apply to multiline toll calls for which live or automated operator assistance is provided for call completion and/or billing.

	MINIMUM	MAXIMUM
Person to Person	$0.01	$7.50
3rd Number Billed	$0.01	$3.20
All other Operator Assistance	$0.01	$2.50

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 5 - SUPPLEMENTAL SERVICES

The rates provided in this section apply to Customers that are currently in a Service Term agreement with the Company. All Customers being provided Month-to-Month services through an expired service term with the Company will find the rates for their specific non-term services in Section 12 - Non-Term Rates.

5.1 Custom Calling Service

5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

5.1.2 Description of Features

A. Three Way Calling/Call Hold

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

5.1 Custom Calling Service (Cont'd.)

5.1.2 Description of Features (Cont'd.)

B. Call Forwarding, (Multiline)

Call Forwarding – Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

C. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

D. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

E. Regular Multiline Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

F. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D.)

5.1 Custom Calling Service (Cont'd.)

5.1.3 Rates and Charges

A. Monthly Rates*

	MINIMUM	MAXIMUM
Business, per line		
Per Feature	$0.00	$40.00
Package of 3 Features	$0.00	$80.00
Package of 6 Features	$0.00	$100.00
Package of 9 Features	$0.00	$120.00
*Except Per Use Features		
Per Use	$0.00	$4.00

(Note: Per Use Features are not included in feature packages.)

B. Connection Charges

Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

	MINIMUM	MAXIMUM
Connection Charge:	$0.00	$40.00

5.2 Class Services

5.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

5.2.2 Description of Features

A. Call ID

The Call ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Call ID records the name, number, date and time of each incoming call – including calls that aren't answered by the customer. Call ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

B. Automatic Redial

The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

5.2 Class Services (Cont'd.)

5.2.2 Description of Features (Cont'd.))

B. Automatic Redial, (continued)

The following types of calls cannot be Automatically Redialed:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

C. Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

D. Customer Originated Trace

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D.)

5.2 Class Services (Cont'd.)

5.2.3 Rates and Charges

A. Monthly Rates*

	MINIMUM	MAXIMUM
Business, per line		
Per Feature	$0.00	$40.00
Package of 3 Features	$0.00	$90.00
Package of 6 Features	$0.00	$95.00
Package of 9 Features	$0.00	$100.00
*Except Per Use Features		
Per Use	$0.00	$4.00

(Note: Per Use Features are not included in feature packages.)

B. Connection Charges

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

	MINIMUM	MAXIMUM
Connection Charge:	$0.00	$80.00

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.4, Service and Promotional Trials, below.

5.3 Reserved for Future Use

5.4 Service and Promotional Trials

5.4.1 General

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

5.4.2 Regulations

A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.

B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.

C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.

D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.

E. The Company retains the right to limit the size and scope of a Promotional Trial.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D.)

5.5 Busy Verification and Interrupt Service

5.5.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

5.5.2 Rate Application

A. A Verification Charge will apply when:

1. The operator verifies that the line is busy with a call in progress, or

2. The operator verifies that the line is available for incoming calls.

B. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

C. No charge will apply when the calling party advises that the call is from an official public emergency agency.

5.5.3 Rates

	MINIMUM	MAXIMUM
Verification Charge, each request	$0.01	$10.00
Interrupt Charge, each request	$0.01	$10.00

5.6 Trap Circuit Service

5.6.1 General

Trap Circuit Service is designed to allow the customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held and traced.

5.6.2 Regulations

A. This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.

B. The customer shall be required to sign a written request for this service. By signing the request the customer shall release the Company from any liability, and the customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.

C. The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.

D. The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

5.6.3 Rates

MINIMUM:	$0.01
MAXIMUM:	$10.00

5.7 Directory Assistance Service

5.7.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.7.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

A. Calls from coin telephones, including COCOTS.

B. Requests for telephone numbers of non-published service.

C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.

D. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 10 of this Guide, up to a maximum of 50 requests per month.

5.7.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

MINIMUM:	$0.01
MAXIMUM:	$4.50

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D.)

5.8 [Reserved for Future Use]

5.9 Expedited Order Charge

5.9.1 General

When placing an order for service(s), as defined in 5.9.2 below, for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to the issuance of an Service Order, or after the Service Order has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

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

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

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

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

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D.)

5.9 Expedited Order Charge (Cont'd.)

5.9.2 Applicable Services

The Expedited Order charge applies to the following types of services:

A. Local T-1

B. ISDN PRI

C. Dedicated T-1 for LD services

5.9.3 Expedited Order Charge Fee

	MINIMUM	MAXIMUM
Expedited Order Charge, per order:	$500.00	$3000.00

5.10 Blocking Service

5.10.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to business customers:

A. 900, 700 Blocking – allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.

B. [Reserved for Future Use]

C. Third Number Billed and Collect Call Restriction – provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.

D. Toll Restriction (1+ and 0+ Blocking) – provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

E. Toll Restriction Plus – provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.

F. Direct Inward Dialing Blocking (Third Party and Collect Call) – provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

5.10.2 Regulations

A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.

B. Blocking Service is available where equipment and facilities permit.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D.)

5.10 Blocking Service (Cont'd.)

5.10.3 Rates and Charges

A. Recurring and Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

Nonrecurring Charges:	MINIMUM	MAXIMUM
900 and 700 Blocking		
Business (up to 200 lines)	$0.00	$30.00
976 Central Office Code		
Business (up to 200 lines)	$0.00	$140.00

The nonrecurring charge for initial request of one and two-line business customers is waived for 90 days from the customer's service establishment date.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D.)

5.10 Blocking Service (Cont'd.)

5.10.3 Rates and Charges (Cont'd.)

A. Recurring and Nonrecurring Charges (Cont'd)

Monthly Charges	MINIMUM	MAXIMUM
Third Number Billed and Collect Call restriction		
Business (up to 200 lines)	$0.00	$20.00
Toll Restriction		
Business (up to 200 lines)	$0.01	$20.00
Toll Restriction Plus		
Business (up to 200 lines)	$0.01	$20.00
Direct Inward Dialing Blocking (Third Party and Collect Call)		
Initial Activation	$0.01	$100.00
Subsequent Activation (per line)	$0.01	$20.00

B. Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.

C. Connection charges apply as specified in Section 3 of this guide.

5.11 Customized Number Service

5.11.1 General

A. Customized Number Service allows a customer to order a specified telephone number rather than the next available number.

B. Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.

C. The Company will not be responsible for the manner in which Customized Numbers are used for marketing purposes by the customer.

D. When a new customer assumes an existing service which includes Customized Number Service, the new customer may keep the Customized Number, at the guide rate, with the written consent of the Company and the former customer.

E. The Company reserves and retains the right:

1. To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;

2. Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Guide;

3. To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.

4. The limitation of liability provisions of this guide in Section 2.1.1 are applicable to Customized Number Service.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D.)

5.11 Customized Number Service (Cont'd.)

5.11.2 Conditions

A. Charges for Customized Number Service apply when a customer:

1. Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.

2. Requests a number change from the customer's present number to a Customized Number.

B. The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

5.11.3 Rates

	MINIMUM	MAXIMUM
Set-up Charges		
Business Customer	$0.00	$200.00
Monthly Charges		
Business Customer	$0.00	$40.00

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 5 - SUPPLEMENTAL SERVICES (CONT'D.)

5.12 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is an optional service available for business Customers accessing the Company's Directory Assistance Service. Directory Assistance Customers may choose to have the Company Directory Assistance Operator complete the call to the telephone number requested without requiring the Customer to redial the number. A Directory Assistance Call Completion Surcharge will apply whether or not the call is answered by the called party or the calling party receives a busy signal. These charges are in addition to the Directory Assistance charge for determining the telephone number requested by the Customer and in addition to any applicable Operator Service charges associated with placing the call.

This service is available where facilities permit and may not be available to all Customers.

	MINIMUM	MAXIMUM
Per Call Completion requested:	$0.00	$1.50

Per Minute Rate:

The minimum per minute rate shall be the minimum per minute rate of the plan the Customer is subscribed to or enrolled in at the time of the call.

The maximum per minute rate shall be the maximum per minute rate of the plan the Customer is subscribed to or enrolled in at the time of the call.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 6 – [RESERVED FOR FUTURE USE]

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 7 - BUSINESS NETWORK SWITCHED SERVICES

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 8 - SPECIAL SERVICES AND PROGRAMS

8.1 Special Equipment for the Hearing or Speech Impaired Customer

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

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

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

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

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

8.2 Discounted Service for the Hearing or Speech Impaired Customer

8.2.1 General

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

8.2.2 Certification

Acceptable certifications are:

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

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

8.2.3 Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See Section 11, "Handicapped Person," for a listing of the necessary qualifications.

8.2.4 Billing

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

8.3 Special Credit Card for Blind and Disabled Persons

8.3.1 General

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

8.3.2 Rates

A. Within the Company's Territory:

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

B. Outside the Company's Territory, but within New York State:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

8.3 Special Credit Card for Blind and Disabled Persons (Cont'd.)

8.3.3 Qualification

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

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

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

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

8.3 Special Credit Card for Blind and Disabled Persons (Cont'd.)

8.3.4 Billing Authorization

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

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

B. Another party may agree to accept responsibility for payment of charges incurred through use of the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

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

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 9 - SPECIAL ARRANGEMENTS

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 10 - LOCAL CALLING AREAS

10.1 General

Local calling areas are identical to the local calling scope defined in the guides of New York Telephone.

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

BUSINESS	RESIDENCE
Measured Rate	Measured Rate
	Flat Rate

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 11 - REGIONAL CALLING WITHIN NEW YORK METRO LATA

11.1 General

11.1.1 Description

Regional Calling Service is furnished for telephone communications in New York City to seven regions (specified below) within the New York Metropolitan LATA (New York Metro) in accordance with the regulations and schedules of charges specified in this guide. The usage charges specified in Section 11.5 below are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Guide.

Regional Calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, and person to person calling.

The New York Metro LATA is divided into seven Regions whose boundaries are defined by political, commercial and social mutuality of interest. The Regions are:

New York City (Home Region)	West Suffolk	Lower Westchester
Nassau	East Suffolk	Upper Westchester
		Rockland

The exchanges of Byram and Greenwich in Connecticut are part of the New York Metro LATA, but are not part of the Regional Calling specified above.

11.1 General (Cont'd.)

11.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

A. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.

B. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

SECTION 11 - REGIONAL CALLING WITHIN NEW YORK METRO LATA (CONT'D.)

11.2 Timing of Calls

11.2.1 Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.

11.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

11.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

11.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

11.2.5 Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

11.2.6 Computation of Charges

If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (for example, $1.523 would roundup to $1.53) on a per call basis.

SECTION 11 - REGIONAL CALLING WITHIN NEW YORK METRO LATA (CONT'D.)

11.3 Time Periods Defined

Unless otherwise indicated in this Guide, the following time periods apply.

11.3.1 Rate Periods Except Holidays

RATE PERIOD	FROM	TO, BUT NOT INCLUDING	DAYS
Day	8:00 AM	9:00 PM	Monday-Friday
Evening	9:00 PM	11:00 PM	Monday-Friday
	5:00 PM	11:00 PM	Sunday
Night	11:00 PM	8:00 AM	All Days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

11.3.2 Holiday Rate Periods

On Christmas Day (December 25), on New Year's Day (January 1), on Independence Day (July 4), on Labor Day (the first Monday in September), and on Thanksgiving Day (the fourth Thursday in November) and on resulting legal holidays when Christmas, New Year's Day or Independence Day legal holidays fall on dates other than December 25, January 1, or July 4, the holiday rate applicable is the Evening Rate unless a lower rate would normally apply.

11.3.3 All times refer to local time.

11.4 Regulations and Computation of Mileage

See section 4.4 for regulations and computation of mileage.

SECTION 11 - REGIONAL CALLING WITHIN NEW YORK METRO LATA (CONT'D.)

11.5 Call Charges

Business rates for both home region calls and region-to-region calls are based on the duration of the call as measured according to Section 11.2 above, time of day rate period of the call as described in Section 11.3 and the region to which the call is terminated as listed in Section 11.4. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

11.5.1 Usage Charges

Home Region Calling - BUSINESS ONLY

MINIMUM Per Minute Charge		MAXIMUM Per Minute Charge	
Initial 3 Minutes	Ea. Add'l Minute	Initial 3 Minutes	Ea. Add'l Minute
$0.0100	$0.0060	$0.3000	$0.0800

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 11 - REGIONAL CALLING WITHIN NEW YORK METRO LATA (CONT'D.)

11.5 Call Charges (Cont'd.)

11.5.1 Usage Charges (Cont'd.)

Region-to-Region Calling - BUSINESS

MINIMUM RATES - INITIAL MINUTE

	To Region						
From Region	New York City	Nassau	West Suffolk	East Suffolk	Lower Wchtr	Upper Wchtr	Rockland
New York City	Home	$0.010	$0.010	$0.010	$0.010	$0.010	$0.010
Nassau	$0.010	Home	$0.010	$0.010	$0.010	$0.010	$0.010
West Suffolk	$0.010	$0.010	Home	$0.010	$0.010	$0.010	$0.010
East Suffolk	$0.010	$0.010	$0.010	Home	$0.010	$0.010	$0.010
Lower Wchtr	$0.010	$0.010	$0.010	$0.010	Home	$0.010	$0.010
Upper Wchtr	$0.010	$0.010	$0.010	$0.010	$0.010	Home	$0.010
Rockland	$0.010	$0.010	$0.010	$0.010	$0.010	$0.010	Home

MAXIMUM RATES - INITIAL MINUTE

	To Region						
From Region	New York City	Nassau	West Suffolk	East Suffolk	Lower Wchtr	Upper Wchtr	Rockland
New York City	Home	$0.500	$0.500	$0.500	$0.500	$0.500	$0.500
Nassau	$0.500	Home	$0.500	$0.500	$0.500	$0.500	$0.500
West Suffolk	$0.500	$0.500	Home	$0.500	$0.500	$0.500	$0.500
East Suffolk	$0.500	$0.500	$0.500	Home	$0.500	$0.500	$0.500
Lower Wchtr	$0.500	$0.500	$0.500	$0.500	Home	$0.500	$0.500
Upper Wchtr	$0.500	$0.500	$0.500	$0.500	$0.500	Home	$0.500
Rockland	$0.500	$0.500	$0.500	$0.500	$0.500	$0.500	Home

Non-Day Rates - BUSINESS

A discount of 40% applies per call made in the Evening Rate period and a discount of 65% applies per call made in the Night Rate Period. The rate periods are shown in section 11.3.1.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 11 - REGIONAL CALLING WITHIN NEW YORK METRO LATA (CONT'D.)

11.5 Call Charges (Cont'd.)

11.5.1 Usage Charges (Cont'd.)

Region-to-Region Calling - BUSINESS

MINIMUM RATES - ADDITIONAL MINUTE

	To Region						
From Region	New York City	Nassau	West Suffolk	East Suffolk	Lower Wchtr	Upper Wchtr	Rockland
New York City	Home	$0.010	$0.010	$0.010	$0.010	$0.010	$0.010
Nassau	$0.010	Home	$0.010	$0.010	$0.010	$0.010	$0.010
West Suffolk	$0.010	$0.010	Home	$0.010	$0.010	$0.010	$0.010
East Suffolk	$0.010	$0.010	$0.010	Home	$0.010	$0.010	$0.010
Lower Wchtr	$0.010	$0.010	$0.010	$0.010	Home	$0.010	$0.010
Upper Wchtr	$0.010	$0.010	$0.010	$0.010	$0.010	Home	$0.010
Rockland	$0.010	$0.010	$0.010	$0.010	$0.010	$0.010	Home

MAXIMUM RATES - ADDITIONAL MINUTE

	To Region						
From Region	New York City	Nassau	West Suffolk	East Suffolk	Lower Wchtr	Upper Wchtr	Rockland
New York City	Home	$0.400	$0.400	$0.400	$0.400	$0.400	$0.400
Nassau	$0.400	Home	$0.400	$0.400	$0.400	$0.400	$0.400
West Suffolk	$0.400	$0.400	Home	$0.400	$0.400	$0.400	$0.400
East Suffolk	$0.400	$0.400	$0.400	Home	$0.400	$0.400	$0.400
Lower Wchtr	$0.400	$0.400	$0.400	$0.500	Home	$0.400	$0.400
Upper Wchtr	$0.400	$0.400	$0.400	$0.500	$0.400	Home	$0.400
Rockland	$0.400	$0.400	$0.400	$0.500	$0.400	$0.400	Home

Non-Day Rates - BUSINESS

A discount of 40% applies per call made in the Evening Rate period and a discount of 65% applies per call made in the Night Rate Period. The rate periods are shown in section 11.3.1.

SECTION 11 - REGIONAL CALLING WITHIN NEW YORK METRO LATA (CONT'D.)

11.5 Call Charges (Cont'd.)

11.5.2 Per Call Service Charges - BUSINESS

The following service charges apply to Regional calls for which live or automated operator assistance is provided for call completion and/or billing.

'

	MINIMUM	MAXIMUM
Person to Person	$0.01	$7.50
3rd Number Billed	$0.01	$3.20
All other Operator Assistance	$0.01	$2.50

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 12 – NON-TERM RATES

The rates provided in this section only apply to Customers that are being provided Month to Month services through an expired Service Term agreement with the Company. Customers still under a current Service Term agreement with the Company will find the rates for their services in Section 5 – Supplemental Services and Section 7 – Business Network Switched Services.

12.1 Business Rates

12.1.1 Supplemental Services

A. Custom Calling Service

1. Rates and Charges

a. Monthly Rates

	MINIMUM	MAXIMUM
Business, per line		
Per Feature	$0.00	$52.00
Package of 3 Features	$0.00	$80.00
Package of 6 Features	$0.00	$115.00
Package of 9 Features	$0.00	$130.00

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 12 – NON-TERM RATES (CONT'D.)

12.1 Business Rates (Cont'd.)

12.1.1 Supplemental Services (Cont'd.)

B. Class Services

1. Rates and Charges

a. Monthly Rates

	MINIMUM	MAXIMUM
Business, per line		
Per Feature	$0.00	$52.00
Package of 3 Features	$0.00	$90.00
Package of 6 Features	$0.00	$115.00
Package of 9 Features	$0.00	$130.00

C. Blocking Service

1. Rates and Charges

a. Recurring Charges

Monthly Charges	MINIMUM	MAXIMUM
Third Number Billed and Collect Call restriction		
Business (up to 200 lines)	$0.00	$30.00
Toll Restriction		
Business (up to 200 lines)	$0.01	$30.00
Toll Restriction Plus		
Business (up to 200 lines)	$0.01	$30.00

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 12 – NON-TERM RATES (CONT'D.)

12.1 Business Rates (Cont'd.)

12.1.1 Supplemental Services (Cont'd.)

D. Customized Number Service

1. Rates

	MINIMUM	MAXIMUM
Monthly Charges		
Business Customer	$0.00	$40.00

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 12 – NON-TERM RATES (CONT'D.)

12.1 Business Rates (Cont'd.)

12.1.2 Business Network Switched Services

A. Business Line Service (Cont'd.)

1. Message Rate Basic Business Line Service

	MINIMUM	MAXIMUM
Monthly Recurring Charges:		
Each Base Service Line *	$1.00	$65.00

2. PBX Trunk Service

b. Flat Rate Analog PBX Trunks

	MINIMUM	MAXIMUM
Monthly Recurring Charges:	$10.00	$300.00
Terminal Numbers:		
1-10 lines in terminal group	$5.00	$60.00
11-20 lines in terminal group	$10.00	$60.00
21 + lines in terminal group	$15.00	$60.00

*Service available exclusively for subscribers subscribing to two or more lines.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

SECTION 12 – NON-TERM RATES (CONT'D.)

12.1 Business Rates (Cont'd.)

12.1.2 Business Network Switched Services (Cont'd.)

A. Business Line Service (Cont'd.)

2. PBX Trunk Service (Cont'd.)

c. Message Rate Analog PBX Trunks

	MINIMUM	MAXIMUM
Monthly Recurring Charges:		
Each Trunk	$5.00	$300.00
Terminal Numbers:		
1-10 lines in terminal group	$5.00	$60.00
11-20 lines in terminal group	$10.00	$60.00
21 + lines in terminal group	$15.00	$60.00

d. Analog DID Trunks

	MINIMUM	MAXIMUM
Monthly Recurring Charge:	$25.00	$300.00
DID Station Numbers		
Each Group of 20 Numbers	$1.00	$40.00
Each Group of 100 Numbers	$10.00	$130.00

12.1 Business Rates (Cont'd.)

12.1.2 Business Network Switched Services (Cont'd.)

A. Business Line Service (Cont'd.)

2. PBX Trunk Service (Cont'd.)

e. Digital PBX Trunk Service (Cont'd.)

	MINIMUM	MAXIMUM
Monthly Recurring Charges:		
Flat Rate:		
Facility	$25.00	$1000.00
Per Active Channel (DID)	$10.00	$300.00
Per Active Channel (DOD)	$2.00	$30.00
Message Rate:		
Facility	$25.00	$1000.00
Per Active Channel (DID)	$10.00	$300.00
Per Active Channel (DOD)	$2.00	$30.00

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICE LIST

SECTION 2 - Rules and Regulations

2.16.2 Surcharge for State Gross Income and Gross Earnings Taxes

APPLICABLE GROSS REVENUE TAX SURCHARGE

Toll Service:

Gross Revenue Tax Surcharge

Bill Date Period	Surcharge
January 1, 2000	2.5641%

Metropolitan Commuter Transportation District Tax Surcharge

Bill Date Period	Surcharge
October 1, 1998+	0.5986%

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICT LIST (CONT'D.)

SECTION 3 - Connection Charges

3.1 [Reserved for Future Use]

3.2 [Reserved for Future Use]

3.3 Moves, Adds and Changes

Business Move - Per Order	$12.00
Business Add - Per Order	$12.00
Business Change - Per Order	$12.00

3.4 Charges Associated with Premises Visit

Customer Premise Visit Charge - Residence	$75.00
Customer Premise Visit Charge - Business	$75.00

3.5 Primary Interexchange Carrier Change Charge

Per Line	$5.00

3.6 Record Change Charge

Per Feature	$5.00

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICE LIST (CONT'D.)

SECTION 4 - IntraLATA Toll Usage and Mileage Charges

4.5.1 Call Charges

MILEAGE	PEAK		OFF-PEAK	
	First Minute	Each Additional Minute	First Minute	Each Additional Minute
0 - 8	$0.137	$0.046	$0.100	$0.046
9 - 13	$0.137	$0.090	$0.100	$0.098
over 13	$0.137	$0.100	$0.100	$0.098

4.5.2 Per Call Service Charges

Intrastate Usage Rate, per minute: $0.89

Operator Services – Operator Handled Calls	Per Use Charge
Customer Dialed Calling Card	$4.99
Operator Must Dial Calling Card	$4.99
Operator Dialed Calling Card	$5.50
Collect - Automated	$4.99
Collect – Operator Handled	$6.50
Third Party - Automated	$4.99
Third Party – Operator Handled	$9.99
Sent Paid – Non-Coin – Automated	$4.99
Sent Paid – Non-Coin – Operator	$9.99
Person-to-Person	$9.99
Operator Dialed Surcharge	$2.15
General Assistance	$1.99

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICE LIST (CONT'D.)

SECTION 5 - Supplemental Services

5.1 Custom Calling Service

		Residence	Business
5.1.3.A	Monthly Rates (per line, per month)		
	Three Way Calling/Call Hold	$4.15	$18.50
	Call Forwarding	$4.15	$18.50
	Call Waiting/Cancel Call Waiting	$5.19	$34.62
	Distinctive Ringing		
	1st Additional Number	$2.08	$9.22
	2nd Additional Number	$3.11	$15.40
	Regular Multiline Hunting	$0.00	$0.00
	Speed Calling		
	8 Number List	$4.15	$18.50
	30 Number List	$6.23	$30.79
	Package of 3 features	$18.00	$53.44
	Package of 6 features	$25.00	$74.21
	Package of 9 features	$28.00	$86.09
5.1.3.B	Connection Charges	$26.05	$26.05

5.2 Class Services

		Residence	Business
5.2.3.A	Monthly Rates (per line, per month)		
	Call ID	$6.50	$22.26
	Automatic Redial	$7.50	$34.85
	Automatic Recall	$8.50	$40.38
	Customer Originate Trace (per use)	$1.40	$ 1.68
	Package of 3 features	$10.64	$60.11
	Package of 6 features	$ 7.27	$61.02
	Package of 9 features	$ 9.86	$61.61
5.2.3.B	Connection Charges	$26.05	$26.05

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICE LIST (CONT'D.)

SECTION 5 - Supplemental Services (Cont'd.)

5.5 Busy Verification and Interrupt Services

Verification Charge, each request	$9.99
Interrupt Charge, each request	$9.99

5.6 Trap Circuit Service

Per Request	$1.74

5.7 Directory Assistance Service

Per query	$1.99

5.8 [Reserved for Future Use]

5.9 Expedited Order Charge Fee

Expedited Order Charge, per order:	$1,000.00

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICE LIST (CONT'D.)

SECTION 5 - Supplemental Services (Cont'd.)

5.10 Blocking Service

5.10.3.A Nonrecurring Charge

900 and 700 Blocking

Business (up to 200 lines)	$10.38

976 Central Office Code

Business (up to 200 lines)	$66.00

5.10.3.A Monthly Charges

Third Number Billed and Collect Call Restriction

Business (up to 200 lines)	$17.53

Toll Restriction

Business (up to 200 lines)	$17.53

Toll Restriction Plus

Business (up to 200 lines)	$17.53

Direct Inward Dialing Blocking
(Third Party and Collect Call)

Initial Activation	$17.53
Subsequent Activation (per line)	$17.53

5.10.3.B Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.

5.10.3.C Connection charges apply as specified in Section 3 of this guide.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICE LIST (CONT'D.)

SECTION 5 - Supplemental Services (Cont'd.)

5.11.3 Customized Number Service

Set-up Charges

Business Customer	$20.76

Monthly Charges

Business Customer	$18.50

5.12. Directory Assistance Call Completion

Per Call Completion Requested:	$0.45

Per Minute Rate:

The per minute rate shall be the per minute rate of the plan the Customer is subscribed to or enrolled in at the time of the call

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICE LIST (CONT'D.)

SECTION 11 - Regional Calling Within New York Metro LATA

11.5.1 Usage Charges

Home Region Calling – BUSINESS ONLY

	Charge per minute	
	Initial 3 Minute	Ea. Add'l Minute
	$0.0800	$0.0130

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICE LIST (CONT'D.)

SECTION 11 - Regional Calling Within New York Metro LATA (Cont'd.)

11.5.1 Usage Charges (Cont'd.)

Region-to-Region Calling - BUSINESS

RATES - INITIAL MINUTE

	To Region						
From Region	New York City	Nassau	West Suffolk	East Suffolk	Lower Wchtr	Upper Wchtr	Rockland
New York City	Home	$0.137	$0.137	$0.137	$0.137	$0.137	$0.137
Nassau	$0.137	Home	$0.137	$0.137	$0.137	$0.137	$0.137
West Suffolk	$0.137	$0.137	Home	$0.137	$0.137	$0.137	$0.137
East Suffolk	$0.137	$0.137	$0.137	Home	$0.137	$0.137	$0.137
Lower Wchtr	$0.137	$0.137	$0.137	$0.137	Home	$0.137	$0.137
Upper Wchtr	$0.137	$0.137	$0.137	$0.137	$0.137	Home	$0.137
Rockland	$0.137	$0.137	$0.137	$0.137	$0.137	$0.137	Home

RATES - ADDITIONAL MINUTE

	To Region						
From Region	New York City	Nassau	West Suffolk	East Suffolk	Lower Wchtr	Upper Wchtr	Rockland
New York City	Home	$0.137	$0.099	$0.122	$0.046	$0.100	$0.098
Nassau	$0.046	Home	$0.045	$0.064	$0.057	$0.122	$0.122
West Suffolk	$0.099	$0.045	Home	$0.042	$0.118	$0.122	$0.122
East Suffolk	$0.122	$0.064	$0.042	Home	$0.122	$0.122	$0.122
Lower Wchtr	$0.046	$0.046	$0.057	$0.118	Home	$0.047	$0.033
Upper Wchtr	$0.100	$0.122	$0.122	$0.122	$0.047	Home	$0.034
Rockland	$0.098	$0.122	$0.1227	$0.122	$0.033	$0.034	Home

Non-Day Rates - BUSINESS

A discount of 40% applies per call made in the Evening Rate period and a discount of 65% applies per call made in the Night Rate Period. The rate periods are shown in section 11.3.1.

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICE LIST (CONT'D.)

SECTION 11 - Regional Calling Within New York Metro LATA (Cont'd.)

11.5.2 Per Call Service Charges - BUSINESS

The following service charges apply to Regional calls for which live or automated operator assistance is provided for call completion and/or billing.

Intrastate Usage Rate, per minute: $0.89

Operator Services – Operator Handled Calls	Per Use Charge
Customer Dialed Calling Card	$4.99
Operator Must Dial Calling Card	$4.99
Operator Dialed Calling Card	$4.99
Collect - Automated	$4.99
Collect – Operator Handled	$6.50
Third Party - Automated	$4.99
Third Party – Operator Handled	$9.99
Sent Paid – Non-Coin – Automated	$4.99
Sent Paid – Non-Coin – Operator	$9.99
Person-to-Person	$9.99
Operator Dialed Surcharge	$2.15
General Assistance	$1.99

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICE LIST (CONT'D.)

SECTION 12 – NON-TERM RATES

12.1 Business Rates

12.1.1 Supplemental Services

A. Custom Calling Service

1. Rates and Charges

a. Monthly Rates

	Business
Three Way Calling/Call Hold	$27.74
Call Forwarding	$27.74
Call Waiting/Cancel Call Waiting	$51.98
Distinctive Ringing	
1st Additional Number	$13.81
2nd Additional Number	$23.08
Regular Multiline Hunting	$0.00
Speed Calling	
8 Number List	$39.85
30 Number List	$46.21
Package of 3 features	$80.15
Package of 6 features	$111.32
Package of 9 features	$129.14

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICE LIST (CONT'D.)

SECTION 12 – NON-TERM RATES (Cont'd.)

12.1 Business Rates (Cont'd.)

12.1.1 Supplemental Services (Cont'd.)

B. Class Services

1. Rates and Charges

a. Monthly Rates

	Business
Call ID	$33.37
Automatic Redial	$52.28
Automatic Recall	$60.59
Package of 3 features	$90.18
Package of 6 features	$91.51
Package of 9 features	$92.40

C. Blocking Service

1. Rates and Charges

a. Recurring Charges

Monthly Charges
Third Number Billed and Collect Call restriction
Business (up to 200 lines) $26.30

Toll Restriction
Business (up to 200 lines) $26.30

Toll Restriction Plus
Business (up to 200 lines) $26.30

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PRICE LIST (CONT'D.)

SECTION 12 – NON-TERM RATES (Cont'd.)

12.1 Business Rates (Cont'd.)

12.1.1 Supplemental Services (Cont'd.)

D. Customized Number Service (Cont'd.)

1. Rates

	Monthly Charges
Business Customer	$24.46

LOCAL EXCHANGE SERVICES CUSTOMER SERVICE GUIDE

PROMOTIONS

1. Re-Term Promotion

Under the Re-term Promotion, existing customers who renew their contract with BTI will receive a one-time credit on the first bill following the renewal of the contract. The Re-term Promotion credit will be at a minimum of $50.00 and a maximum of $25,000.00 depending on the type of services renewed and the length of the renewal term. The credit does not include long distance usage charges, international usage charges, directory assistance, regulatory charges, surcharges, taxes, and other fees.

In the event that the customer does not complete the term, customer shall be liable for a discontinuance charge in addition to the reimbursement of the Re-term Promotion credit.

All other applicable product rules, rates, terms and conditions under this Price List apply.

The Re-term Promotion will be available from November 7, 2008, through May 6, 2009.