US LEC COMMUNICATIONS, LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE SERVICES

TELECOMMUNICATION SERVICES WITHIN

THE STATE OF NEW YORK

LOCAL EXCHANGE CONSUMER PRICE GUIDE

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SYMBOLS

The following symbols shall be used in this service guide for the purpose indicated below:

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text.
N	To signify new rate or regulation.
R	To signify reduced rate.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.

SERVICE GUIDE FORMAT

A. Leaf Numbering - Leaf numbers appear in the upper right corner of the page. Leaves are numbered sequentially. However, new leaves are occasionally added to the service 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 the upper right corner of each page. 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).

APPLICATION OF CONSUMER SERVICE GUIDE

This Consumer Service Guide sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by US LEC Communications, LLC, to customers within the local exchange service area in the State of New York defined herein.

CONTACTING THE PUBLIC SERVICE COMMISSION:

Contacting the Company with a Complaint

In the case of a dispute between the Customer and the Company, please contact the Company by phone, email or mail.

- Email: CustomerAssistance@windstream.com or,
- By Phone: Customer Service
  1-800-347-1991
- By Mail: Windstream Attn: Customer Assistance, 4001 N Rodney Parham Rd., Little Rock, AR 72212

Contacting the New York State Department of Public Service with a Complaint

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

- Online: http://www.dps.ny.gov/complaints or,
- By Phone:
  Helpline (for complaints/inquiries):
  1-800-342-3377 for Continental United States (M-F 8:30 am – 4:00pm);
  or 1-800-662-1220 for Hearing/Speech Impaired: TDD or,
  518-472-8502 for fax
- By Mail:
  NYS Department of Public Service Office of Consumer Services, 4th Floor 3 Empire State Plaza
  Albany, NY 12223-1350

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this Consumer Service Guide are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be forwarded to a number different from DID calls.

SECTION 1 - DEFINITIONS (CONT'D.)

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

SECTION 1 - DEFINITIONS (CONT'D.)

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both limited intraLATA and interLATA use.

Company: US LEC Communications, LLC, the issuer of this Consumer Service Guide.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

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

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

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

Federal Communications Commission (or "FCC"): Independent government agency that develops and implements policy concerning interstate and international communications.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

SECTION 1 - DEFINITIONS (CONT'D.)

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

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

P.S.C.: New York Public Service Commission.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

SECTION 1 - DEFINITIONS (CONT'D.)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Consumer Service Guide, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Consumer Service Guide, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Consumer Service Guide.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish intrastate communications service pursuant to the terms of this Consumer Service Guide in connection with one-way and/or two-way information transmission between points within the State of New York.

Customers and users may use services and facilities provided under this Consumer Service Guide to obtain access to services offered by other service providers. The Company is responsible under this Consumer Service 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.

2.1.2 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 Consumer Service 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

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

B. Customers may be required to enter into written service orders 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 Consumer Service Guide. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Consumer Service 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 Consumer Service Guide;
2. or, the Customer is using the service in violation of the law.

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

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

A. The liability of the Company for damages arising out of 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, board, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, work stoppages, or other labor difficulties.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.E as a condition precedent to such installations.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

H. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd.)

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Consumer Service Guide. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

B. 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.

C. 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.

D. 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 Company provided it.

E. 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd.)

G. 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 Consumer Service Guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Consumer Service Guide and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the 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.

2.1.7 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction

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

2.1.9 Ownership of Facilities

Title to all facilities, other than inside wiring on the Customer's side of the demarcation point, provided in accordance with this Consumer Service Guide remains in the Company, its agents or contractors.

SECTION 2 - 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 P.S.C. regulations, policies, orders, and decisions.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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 will 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 Consumer Service Guide will apply.

SECTION 2 - 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 Consumer Service Guide;

B. 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;

C. providing at no charge, as specified from time to time by the Company, any needed personnel, 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;

D. 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 2.3.1.C. 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;

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

E. 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;

F. 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.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any reasonable 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;

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

H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, 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:

A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 2 - 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 Consumer Service 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 Consumer Service Guide.

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 Point of Connection.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

C. Facilities furnished under this Consumer Service Guide may be connected to customer provided terminal equipment in accordance with the provisions of this Consumer Service Guide. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Consumer Service Guide only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for services and facilities furnished by the Company to the Customer, as well as all charges for services and facilities furnished by the Company to all persons using the Customer's codes, premises, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's authorization codes, premises, switched access connections, and direct connect facilities is the sole responsibility of the Customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to, and must be paid by, the Customer.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges

A. Non-recurring charges are due and payable from the customer upon receipt of 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 upon receipt of the invoice. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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 rate basis. For this purpose, every month is considered to have 30 days.

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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 Consumer Service Guide or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E. A late payment penalty will be due to the Company upon any unpaid amount commencing 28 days after the date of the invoice. The late payment penalty shall be the portion of the payment not received by the 28th day after the date of the invoice, multiplied by a late factor of 1.5% per month.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

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

F. Collection Fee in addition to the Late Payment Charge of one and one half percent (1.5%) of the unpaid balance will be applied to the accounts of business subscribers with any unpaid balance when the previous month's bill has not been paid in full prior to the next billing date.

Collection Fee
$12.00

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

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

G. The Customer will be assessed a charge of twenty dollars ($20.00) for each check submitted by the Customer to the Company which a financial institution refused to honor.

H. Customers have up to 45 days (commencing 5 days after remittance of the bill) to initiate a dispute over regulated charges.

I. If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

J. Convenience Fee

In the event a business Customer makes a one-time or recurring payment using a credit card, a Convenience Fee Charge may apply. Any payments for a deposit or advance payment to establish new service are excluded from the Convenience Fee Charge. This charge does not apply to residential Customers or to business Customers that make payment using their financial institution's bill payment service, Customers with negotiated contracts that do not allow the assessment of this fee, or Customers without a computer. This fee will be assessed at the point of payment and will not appear on the Customer's invoice.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, 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. An advance payment may be required in addition to a deposit.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Deposits

A. Deposits will be required and handled in accordance with P.S.C. regulations. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

1. two month's charges for a service or facility which has a minimum payment period of one month; or

2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

B. A deposit may be required in addition to an advance payment for Business Customers.

C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

D. Deposits held will accrue interest at the rate specified by the P.S.C. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.5 Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 10 days prior written notice to the Business Customer, discontinue or suspend service without incurring any liability. Residential customers will be subject to discontinuance of service in accordance with the regulations of the P.S.C.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 days' prior notice in writing to the Customer, 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.5 Discontinuance of Service

D. Upon any governmental prohibition or 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.

E. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

F. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.A or 2.5.5.B, 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 Consumer Service 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 (discounted to present value at six percent). For good cause shown, the P.S.C. may exempt a Customer from the penalties provided in this sub-section.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.6 Cancellation of Application for Service

A. 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, less net salvage, 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 (all discounted to present value at six percent).

B. 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, less net salvage, applies. 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.

C. The special charges described in 2.5.6.A through 2.5.6.B will be calculated and applied on a case-by-case basis.

2.5.7 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this Consumer Service Guide by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

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

A. if interruption continues for less than 24 hours:

1. 1/30th of the monthly rate if it is the first interruption in the same billing period.

2. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

B. if interruption continues for more than 24 hours:

1. if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

2. for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.

SECTION 2 - REGULATIONS (CONT'D.)

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

2.6.2 Limitations on Allowances

No credit allowance will be made for:

A. interruptions due to the negligence of, or noncompliance with the provisions of this Consumer Service Guide by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

C. interruptions due to the failure or malfunction of non-Company equipment;

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

E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

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

SECTION 2 - REGULATIONS (CONT'D.)

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

2.6.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this Consumer Service Guide may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or P.S.C. regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this Consumer Service Guide, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this Consumer Service 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer, plus;

B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus;

C. all Recurring Charges specified in the applicable Service Order for the balance of the then current term.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to 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 - REGULATIONS (CONT'D.)

2.10 Notices and Communications

2.10.1 The Customer shall designate on the Service Order 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.

2.10.2 The Company shall designate on the Service Order 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.

2.10.3 All notices or other communications required to be given pursuant to this Consumer Service Guide are requested to be in writing. At the Company's request, notices or other communications given pursuant to this Consumer Service Guide by the Customer to the Company in a telephone call, may be required to be confirmed in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.10.4 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.11 Operator Services Rules

2.11.1 The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

1. identify itself at the time the end-user accesses its services;

2. upon request, quote all rates and charges for its services to the end-user accessing its system;

3. arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:

   a. the operator service provider's name and address;

   b. bill and service dispute calling information including the operator service provider's dispute resolution phone number;

   c. clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and

   d. notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

SECTION 2 - REGULATIONS (CONT'D.)

2.11 Operator Services Rules (Cont'd.)

2.11.1 (Cont'd.)

4. in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and

5. in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

2.11.2 The Company will comply with the following provisions:

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

SECTION 2 - REGULATIONS (CONT'D.)

2.12 Disputed Bills

The Customer shall notify the Company of any disputed items on an invoice in accordance with P.S.C. regulations.

2.13 Account Handling Charge

Account Handling Charge is assessed to a customer's account for each Company attempt to return an outstanding credit balance to the customer if a first mailing is returned undeliverable. This charge is for maintaining the account after the initial attempt and for each subsequent attempt. This charge will not be assessed more than twice a year.

Account Handling Charge: $30.00 for each subsequent attempt.

2.14 Telephone Surcharges and Fees **(N)**

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)**

SECTION 3 - APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this Consumer Service Guide.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.2.5 All times refer to local time.

SECTION 3 - APPLICATION OF RATES (CONT'D.)

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

SECTION 3 - APPLICATION OF RATES (CONT'D.)

3.3 Rates Based Upon Distance (Cont'd.)

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

1. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.

2. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

3. Square each difference obtained in step (2) above.

4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.

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

6. 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.

7. Formula:

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

SECTION 3 - APPLICATION OF RATES (CONT'D.)

3.4 Time Periods Defined

Unless otherwise indicated herein:

3.4.1 All rate plans:

A. Day: 8:00 a.m. - 5:00 p.m. - Mon-Fri

B. Evening: 5:00 - 11:00 p.m. - Sun-Fri

C. Night/Weekend: 11:00 p.m. - 8:00 a.m. - All days
8:00 a.m. - 11:00 p.m. - Saturday
8:00 a.m. - 5:00 p.m. – Sunday

D. Holiday: For the following Holidays, the Evening Time Period rates are used, unless a lower rate would normally apply:

Christmas Day**	New Year's Day**
Martin Luther King Day*	Presidents Day*
Memorial Day*	Columbus Day*
Veterans Day**	Thanksgiving Day
Independence Day**	Labor Day

* Applies to Federally observed day only.

** When this Holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

SECTION 4 - EXCHANGE ACCESS SERVICE

4.1 General

Company does not provide basic services, or stand-alone lines; all services are provided via contract. The Company's Local Telephone Service, which is available as part of a package or bundle, provides a Customer with the ability to connect to the company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800 telephone numbers;
- access Telephone Relay Service.

The Company's service can not be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

SECTION 5 - SERVICE DESCRIPTIONS

Company does not offer basic services as defined by NY PSC; services described herein are available as part of a bundle or package via contract.

5.1 Flat Rate Exchange Service

Flat Rate Exchange Service offers unlimited calling within the local calling area for one monthly recurring charge.

5.2 Measured Rate Exchange Service

Measured Rate Exchange Service offers unlimited calling within the local calling area for a monthly recurring charge, plus a per minute charge for each minute of local calling service used.

5.3 Exchange Service Optional Services

Services described in this section may be subscribed to in addition to either Flat Rate or Measured Rate Exchange Service for additional charges as specified in this Consumer Service Guide.

5.3.1 Business Line Service

Business Line Service is available as part of a bundle or package, or when multiple lines are subscribed to. Each Business Line provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Lines are provided for connection of Customer-provided single station sets, Customer-provided key systems or facsimile machines to the public switched telecommunications network. Each Business Line is provided with touch tone signaling and hunting. Flat or measured rate service is available for Business Line Service, and must be specified at the time of ordering. An analog or digital gateway service, based on the respective service provided (1 gateway per 24 lines), is also required.

SECTION 5 - SERVICE DESCRIPTIONS (CONT'D.)

5.3 Exchange Service Optional Services (Cont'd.)

5.3.2 Basic Trunk Service

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and hunting. An analog or digital gateway service, based on the respective service provided (1 gateway per 24 trunks), is also required. Basic Trunks may be equipped with Analog Direct Inward Dial (DID) capability and DID number blocks for additional charges.

5.3.3 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. An analog or digital gateway service, based on the respective service provided (1 gateway per 24 trunks), is also required. Charges for DID number blocks apply in addition to the DID Trunk charges listed below.

SECTION 5 - SERVICE DESCRIPTIONS (CONT'D.)

5.3 Exchange Service Optional Services (Cont'd.)

5.3.4 Direct Inward Dial Service (DID)

DID service is an optional feature which can be purchased in conjunction with Company-provided trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group. Charges for DID capability and DID number blocks apply in addition to charges specified for trunks.

5.3.5 PRI T1 Flat Rate Service

PRI T1 Flat Rate Service offers a Digital T1 Facility channelized for data use only (not voice ready). Calls within the predefined local calling area are not subject to usage based charges. Up to 24 B-channels may be used from a single T1 facility. Each T1 for this service comes with a minimum of 14 B-channels and 1 D-channel. More bandwidth may be channelized at the request of the customer, for which services rates and surcharges apply in accordance with this Consumer Service Guide.

SECTION 6 - MISCELLANEOUS SERVICES

6.1 Remote Call Forwarding On-Net

6.1.1 Description

Remote Call Forwarding On-Net is a service that utilizes a US LEC switch to automatically forward all incoming calls dialed to the remote call forwarding on-net number to another US LEC service number.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.2 Operator Services

6.2.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Local Exchange Services, and to Customers and Users of exchange access lines which the Customer has pre-subscribed to the Company's Pre-Subscribed MTS.

6.2.2 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Collect Call: Calls completed with the assistance of a Company Operator for which charges are billed -- not to the originating telephone number, but to the destination or terminating number.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.2 Operator Services (Cont'd.)

6.2.3 Rates

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, additional surcharges specified in this Consumer Service Guide will apply in addition to any applicable Operator charges.

In addition to the usage charges, operator-assisted charges will apply.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.3 Busy Line Verify and Line Interrupt Service

6.3.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

A. The operator will determine if the line is clear or in use and report to the calling party.

B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

6.3.2 Regulations

A. A charge will apply when:

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

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

3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.3 Busy Line Verify and Line Interrupt Service (Cont'd.)

6.3.2 Regulations (Cont'd.)

B. No charge will apply:

1. When the calling party advises that the call is to or from an official public emergency agency.

2. Under conditions other than those specified in 6.3.2(a) preceding.

C. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

D. The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.4 Directory Assistance

6.4.1 Description

A Customer may obtain Directory Assistance in determining telephone numbers within the State of New York by calling the Directory Assistance operator.

Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A credit will be given for calls to Directory Assistance when:

- the Customer experiences poor transmission or is cut-off during the call,
- the Customer is given an incorrect telephone number, or
- the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.5 Service Implementation

6.5.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

6.6 Restoration of Service

6.6.1 Description

A restoral charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.7 Customer Premise Work

6.7.1 Description

The Customer shall be responsible for payment of a nonrecurring charge for each visit by the Company to the premise solely to determine that a service difficulty or trouble report results from the use of equipment, power, or facilities, or the failure of equipment, power, or facilities located on the Customer's side of the demarcation point (NID) or to install wiring or other equipment at the Customer's direction on the Customer's side of the demarcation point. Customer Premise Work charges apply per customer request when the Company sends one or more technicians at the Customer's request to the Customer premise. When more than one employee is involved at the premise, only one (1) initial charge shall be applied and the additional employee's time will be charged as additional time increments.

6.8 Emergency Services (Enhanced 911):

6.8.1 Description

Allows Customers to reach appropriate emergency services including police, fire and hospital medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the person handling the 911 call. The Company will impose a surcharge to all Customers at a level determined by the respective county.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.9 Presubscription Changes:

6.9.1 Description
Customer may change the choice of Primary Interexchange Carrier (PIC) at any time. The customer's original PIC choices are activated at no charge upon inception of local service. Subsequent changes are subject to the following charges.

6.10 Telecommunications Relay Services (TRS):

6.10.1 Description

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.11 Foreign Exchange (FX) Service

6.11.1 Description

FX Service enables a Customer to receive a Company-provided Exchange Access Service at a point outside the Exchange Access Service Area corresponding to the NPA-NXX designation (as set forth in Section 4.1) of such Exchange Access Service.

The Local Calling Area and all Usage Service rates which apply to an FX Exchange Access Service are the same as those which regularly apply to other Company-provided Exchange Access Services bearing the same NPA-NXX designation.

6.12 Directory Listings

6.12.1 Description

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional rate.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.13 Telecommunications Service Priority

6.13.1 Description

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 language contained herein.

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.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.13 Telecommunications Service Priority (Cont'd.)

6.13.1 Description (Cont'd.)

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.

6.13.2 TSP Request Process – Restoration

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

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

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

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

c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (http://tsp.ncs.gov/)

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SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.13 Telecommunications Service Priority (Cont'd.)

6.13.2 TSP Request Process – Restoration (Cont'd.)

d. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (http://tsp.ncs.gov/), for information on identifying a sponsor for TSP requests.

e. Submit the SF 315 to the OPT.

f. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

6.13.3. TSP Request Process – Provisioning

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

a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

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

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

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.13 Telecommunications Service Priority (Cont'd.)

6.13.4. Responsibilities of the End-User

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

a. Identify telecommunications services requiring priority.

b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).

c. Accept TSP services by the service due dates.

d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.

e. Pay the Company any authorized 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.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.13 Telecommunications Service Priority (Cont'd.)

6.13.5 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.

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.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.13 Telecommunications Service Priority (Cont'd.)

6.13.6 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP 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.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.14 911 Database Management

6.14.1 Description

The Company will provide 911 Database Management for multi-tenant or shared-tenant service provider Customers. This service is available only to Customers with PRI service described in Section X.X with station level or station number identification. The Company will submit Customer-provided information to the Company's 911database administrator for inclusion in the Automatic Location Identification (ALI) database. The Customer is responsible for furnishing all new resident or tenant information to the Company 72 hours prior to the establishment of the tenant's local service with the Customer. The Customer is responsible for the accuracy and completeness of their tenant or resident information submitted to the Company for management. The Customer is responsible for updating and advising the Company of any and all changes to their tenant or resident's 911 information. Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 911 database management services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the Customer tenant's telephone number, address or name associated with the telephone used by the party or parties accessing 911 services, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them. 911 Database Management, like all of the Company's other services, is offered subject to the general regulations contained in Section 2 of this Consumer Service Guide, and in particular Section 2.1.4, Liability of the Company.

Nonrecurring charges provide for the establishment and initial upload of Customer tenant or resident information. The monthly recurring charges provide for the database management and maintenance of each telephone number provided by the Customer.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.15 B-Channel Transfer on PRI

Allows two calls over an ISDN PRI between two end-users and a controller to be transferred so that the two end users are connected to each other, and the two B-channels on the ISDN PRI are released and available for call handling. The controller can be a PBX or other intelligent peripheral devices. The number of transfers is limited to the number of B-channels the customer purchases.

6.16 Direct Trunk Overflow

The Direct Trunk Overflow (DTO) feature, where available, gives the Customer another termination option if all of their DID trunks are busy. This all-trunks-busy condition may be caused either by legitimate heavy incoming traffic or by a trouble condition where the T-1 system is down and the 5ESS senses that trouble as an all-trunks-busy condition. During either busy condition, the incoming call attempts to terminate to the DID group. When the 5ESS sees all trunks busy, it will choose an alternate route for the call to a telephone number that is programmed in the 5ESS only. This telephone number has the Call Forward Remote feature assigned to it and forwards the call to a number chosen by the Customer.

Remote Access DTO enables the customer to activate and/or update the Call Forwarding on their DTO from any location. The customer uses a provided remote-access toll free number, the DTO Call Forwarding line and their four-digit PIN to review or change their call forwarding number.

6.17 Emergency Call Forwarding Charge

At the Business Customer's request, the Company may assist in activating or updating their Call Forwarding (or Call Forwarding on their DTO). The Company will provide this assistance at no cost to the Customer if the request is due to a problem with the Company network. If it is not a Company network problem, then the Customer will be billed a non-recurring charge per line.

	Non-Recurring Charge
Emergency Call Forwarding	$99.00 per line

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.18 Multi-Channel Foreign Exchange (FX) Service

6.18.1 Description

Multi-Channel Foreign Exchange (FX) Service is exchange service furnished to a customer from an exchange other than the one from which the customer would normally be served, allowing customers to have a local presence and one-way communications in an exchange different from their own. The service provides up to 24 channels of IntraLATA inbound only communication service to the customer premises. Each Multi-Channel FX Service requires a T-1 facility dedicated to it. The service must be used in conjunction with Local Exchange Access Service. Multi-Channel FX Service rates are in addition to Local Exchange Access Service rates described in Section 5 of this service guide.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

6.19 Critical Facilities Administration Service

6.19.1 General Description of Service

Critical Facilities Administration Service (CFAS) provides physical route information to customers with Telecommunications Service Priority (TSP) qualified circuits, provided by the Company. Customer may request an enhance design layout record or may request a schematic/map layout (Circuit Layout Record). The request must be made in writing by authorized personnel. If the Company is acting as the Prime Contractor, the Company will obtain from its subcontractors the physical routing information for their portion of the qualified circuit.

6.19.2 Customer Obligations

A. Customers' circuits must be federally registered as TSP circuits.

B. Customers must subscribe to the Critical Facilities Administration Service (CFAS) offered by the Company and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

C. Customers must pay the appropriate charges for CFAS, and any connecting carrier CFAS charges billed to the Company or directly to the Customer.

D. Customers must agree to treat all network information provided to them regarding their subscribed circuits as confidential.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

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

6.19.3 Obligations of the Company

A. The Company will maintain data and restrict access by each Customer to information relative to that Customer's subscribed circuits.

B. The Company will identify the physical path of each subscribed circuit so as to allow the Customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.

C. The Company will maintain facilities associated with subscribed circuits in such a manner as to ensure that the Customer is notified of any change in the physical routing of its subscribed circuit(s).

D. The Company will make available physical path information for newly provisioned subscribed circuits to the Customer within 5 business days after the circuit has been installed, and within 15 business days for existing TSP circuits.

E. If Customer has previously obtained documentation as the physical path of a subscribed circuit, the Company will provide at least 24-hour advance notification to the Customer of any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit. Communications regarding unplanned activity will be provided within 24 hours following the change.

F. The Company will make available updated information regarding the revised physical path of subscribed circuits to the Customer within 5 business days following planned actions, and within 15 business days following unplanned activities.

G. For circuits provided in concert with other carriers, the Company, when acting as the Prime Contractor will obtain and forward information regarding the connecting carrier's portion of the physical path of the subscribed circuit to the customer as expeditiously as possible.

H. Provision of CFAS will be suspended in the instance of a major telephone outage. Once subscribed circuits are restored to service, the Company will make updated physical path information available to the Customer within ninety days of the restoration of service.

SECTION 6 - MISCELLANEOUS SERVICES (CONT'D.)

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

6.19.4 Rates

A. For each request submitted, the Customer will be charged appropriate engineering costs incurred by the Company. Upon Customer request, the Company will give the Customer a good faith estimate of the costs for the request, which may include charges by a connecting carrier for the service

SECTION 7 - SPECIAL ARRANGEMENTS

7.1 Special Construction

7.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs or service guides, charges will be based on the costs incurred by the Company and may include:

A. non-recurring type charges;
B. recurring type charges;
C. termination liabilities; or
D. combinations thereof.

The Company may pass on all costs to install and maintain services, including costs to extend lines to a new customer's premises or upgrade a customer's lines due to obsolete technology. Customer will be provided a quote for such costs prior to Company proceeding with the installation and maintenance requested by Customer.

7.1.2 Basis for Cost Computation

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

A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

   1) equipment and materials provided or used,
   2) engineering, labor and supervision,
   3) transportation, and
   4) rights of way;

B. cost of maintenance;

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

SECTION 7 - SPECIAL ARRANGEMENTS (CONT'D.)

7.1 Special Construction (Cont'd.)

7.1.2 Basis for Computation (Cont'd.)

D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

E. license preparation, processing and related fees;

F. Consumer Service Guide preparation, processing and related fees;

G. any other identifiable costs related to the facilities provided; or

H. an amount for return and contingencies.

7.1.3 Termination Liability

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

A. The termination liability period is the estimated service live of the facilities provided.

B. Unless previously paid pursuant to 7.1.1 and 7.1.2, the amount of the maximum termination liability is equal to the estimated amounts for:

SECTION 7 - SPECIAL ARRANGEMENTS (CONT'D.)

7.1 Special Construction (Cont'd.)

7.1.3 Termination Liability (Cont'd.)

B. (Cont'd.)

1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

(a) equipment and materials provided or used,
(b) engineering, labor and supervision,
(c) transportation, and
(d) rights of way;

2) license preparation, processing, and related fees;
3) Consumer Service Guide preparation, processing, and related fees;
4) cost of removal and restoration, where appropriate; and
5) any other identifiable costs related to the specially constructed or rearranged facilities.

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

SECTION 7 - SPECIAL ARRANGEMENTS (CONT'D.)

7.2 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from arrangements detailed herein. Rates quoted in response to such request may be different for service than those specified for such service in the Rate Attachment.

SECTION 8 - SERVICE AREAS

8.1 Service Area

The Company includes all the exchanges in New York as the potential areas where alternative local service is planned, where facilities are available and pending appropriate interconnection agreements.

LOCAL EXCHANGE CONSUMER PRICE GUIDE

EFFECTIVE RATE SCHEDULE

Flat Rate Exchange Service*

T-1 Local Loop	Monthly Recurring Charges		
(Includes 15 lines or Trunks)	1 Year	2 Year	3 Year
Schedule 1	$2,000.00	$2,000.00	$1,800.00
Schedule 2	$2,000.00	$2,000.00	$1,800.00
Schedule 3	$2,000.00	$2,000.00	$1,800.00

DID Numbers:	1 Year	2 Year	3 Year
Group of 20 Numbers	$14.00	$14.00	$14.00

Digital Termination	1 Year	2 Year	3 Year
DOD Trunks	$130.00	$130.00	$120.00
Business Trunks (2 way)	$130.00	$130.00	$120.00
DID Trunks	$130.00	$130.00	$120.00
Trunk Terminations	$50.00	$50.00	$88.00

Analog Termination	1 Year	2 Year	3 Year
Business Lines (w/Hunting)	$130.00	$120.00	$120.00
Basic Trunk (GroundStart)	$130.00	$120.00	$120.00
Analog Gateway	$400.00	$300.00	$311.05
Group of 20 DID Numbers	$14.00	$14.00	$14.00

Non-Recurring Charges	
Per T1 Local Loop Installation	$1,562.50
Per Analog Gateway Local Loop Installation	$375.00
Per Later Access Line Connection	$50.00
Per Premise Visit	$16.25
Per 20 Number DID Block Initialization	$25.00

* Effective August 9, 2003, Flat Rate Exchange Service will no longer be available to new subscribers.

LOCAL EXCHANGE CONSUMER PRICE GUIDE

EFFECTIVE RATE SCHEDULE (CONT'D.)

Measured Rate Exchange Service*

T-1 Local Loop	Monthly Recurring Charges		
(Includes 15 lines or Trunks	1 Year	2 Year	3 Year
Schedule 1	$1,000.00	$900.00	$700.00
Schedule 2	$1,000.00	$900.00	$700.00
Schedule 3	$1,000.00	$900.00	$700.00

DID Numbers:	1 Year	2 Year	3 Year
Group of 20 Numbers	$14.00	$12.00	$12.00

Digital Termination	1 Year	2 Year	3 Year
DOD Trunks	$30.00	$40.00	$44.00
Business Trunks (2 way)	$30.00	$40.00	$44.00
DID Trunks	$120.00	$110.00	$110.00
Trunk Terminations	$30.00	$50.00	$50.00

Analog Termination	1 Year	2 Year	3 Year
Business Lines (w/Hunting)	$30.00	$40.00	$50.00
Basic Trunk (GroundStart)	$30.00	$40.00	$50.00
Analog Gateway	$400.00	$300.00	$250.00

Usage Based Charges:	1 Year	2 Year	3 Year
MEASURED RATE (per minute per call)	$0.04	$0.04	$0.04

Non-Recurring Charges	
Per T1 Local Loop Installation	$1,562.50
Per Analog Gateway Local Loop Installation	$375.00
Per Later Access Line Connection	$50.00
Per Premise Visit	$16.25
Per 20 Number DID Block Initialization	$25.00

* Effective August 9, 2003, Measured Rate Exchange Service will no longer be available to new subscribers.

LOCAL EXCHANGE CONSUMER PRICE GUIDE

EFFECTIVE RATE SCHEDULE (CONT'D.)

PRI T1 Flat Rate Service*

	Monthly Recurring Charges		
T-1 Local Loop	1 Year	2 Year	3 Year
(Includes 14 B-channels and 1 D-channel)	$1,000.00	$900.00	$700.00

Digital Termination	Schedule 1	Schedule 2	Schedule 3
B-channels	$13.00	$20.00	$25.00
DID-only B-channel	$13.00	$20.00	$25.00
Trunk Terminations	$130.00	$120.00	$120.00
ANI Delivery	$360.00	$300.00	$250.00

Non-Recurring Charges	
Per T1 Local Loop Installation	$1,562.50
Per Analog Gateway Local Loop Installation	$375.00
Per Later Access Line Connection	$50.00
Per Premise Visit	$16.25
Per 20 Number DID Block Initialization	$25.00

* Effective August 9, 2003, PRI T1 Flat Rate Service will no longer be available to new subscribers.

EFFECTIVE RATE SCHEDULE (CONT'D.)

Remote Call Forwarding On-Net

Rates

	Non-Recurring	Monthly Recurring
Remote Call Forwarding On-Net (per number)	$125.00	$62.50

LOCAL EXCHANGE CONSUMER PRICE GUIDE

EFFECTIVE RATE SCHEDULE (CONT'D.)

Operator Services

Intrastate Per Minute Usage Rates

	Per Minute Rates
Daytime Measured Rate	$1.51
Evening/Night/Weekend Measured Rate	$1.51

There is a 3 minute minimum billing for Operator Services calls made from payphones.

	Per Call Charges
Person-to-Person	$17.48
Collect Calling	$11.38
Third Party	$17.48
Calling Card – Customer Dialed	$8.73
Calling Card -Operator Must Dial	$8.73
Calling Card – Operator Dialed	$9.63
Sent Paid Non Coin / Station-to-Station	$17.48
General Assistance	$3.48
Operator Assistance	$3.76

Busy Line Verify and Line Interrupt Service

Rates	Per Request
Busy Line Verify Service	$17.48
Busy Line Verify and Busy Line Interrupt Service	$17.48

Directory Assistance

Rates	
Per Number Requested	$2.00

LOCAL EXCHANGE CONSUMER PRICE GUIDE

EFFECTIVE RATE SCHEDULE (CONT'D.)

Service Implementation

Rates

	Non-Recurring
Per Service Order	$87.50

Restoration of Service

Rates

	Non-Recurring
Per Occasion	$165.00

Customer Premise Work

Rates

	Non-Recurring
First 30-minute increment or fraction thereof	$90.00

Presubscription Changes:

Rates	Per Line/Trunk Per Occurrence
InterLATA PIC Change	$6.25
IntraLATA PIC Change (when available)	$6.25
Both PIC selections changed simultaneously	$6.25

Foreign Exchange (FX) Service

Rates

	Non-Recurring	Monthly Recurring
Foreign Exchange Service	$775.00	$2,500.00

LOCAL EXCHANGE CONSUMER PRICE GUIDE

EFFECTIVE RATE SCHEDULE (CONT'D.)

Directory Listings

Rates

	Non-Recurring	Monthly Recurring
Each Additional Listing	$7.88	$10.00

Telecommunications Service Priority

	Non-Recurring Residence	Non-Recurring Business
TSP Service Request	$10.00	$50.00

911 Database Management

	Recurring Per Month
Per Number Maintained	$0.80

	Non-Recurring Per Initial Upload
Installation per 100-500 numbers	$175.00
Installation per 501-1500 numbers	$285.00
Installation per 1500-2500 numbers	$570.00

LOCAL EXCHANGE CONSUMER PRICE GUIDE

EFFECTIVE RATE SCHEDULE (CONT'D.)

B-Channel Transfer on PRI

B-Channel Transfer rates	MRC	$155.52 per PRI

Direct Trunk Overflow (DTO)

	Monthly Recurring Charge	Non-Recurring Charge
Direct Trunk Overflow	$155.37	$35.00
Remote Access DTO	$30.00	n/a

Emergency Call Forwarding Charge

	Non-Recurring Charge
Emergency Call Forwarding	$99.00 per line

Multi-Channel Foreign Exchange (FX) Service

	Non-Recurring	Monthly Recurring
Multi-Channel FX Service	$75.00	$311.05