

COMPETITIVE ACCESS TARIFF

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO SWITCHED AND SPECIAL ACCESS SERVICES
WITHIN THE COMMONWEALTH OF PENNSYLVANIA

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access services for connection to communications facilities of **Fiber Technologies Networks, L.L.C.** (the "Company") to customers within the Commonwealth of Pennsylvania. The Company's principal office is located at the following: 300 Meridian Centre, Rochester, New York 14618. This schedule of rates and charges applies for the services furnished within and throughout the Commonwealth of Pennsylvania. *The Company's Tariff is in concurrence with all applicable State and Federal Law (including, but not limited to, 51 Pa. Code, 66 Pa C.S., the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provision contained in this Tariff that is inconsistent with the foregoing mentioned will be deemed inoperative and superseded.* This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

(C)

ISSUED: April 12, 2010

EFFECTIVE: May 12, 2010

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LIST OF MODIFICATIONS

The following pages are being revised in this Supplement No. 5:

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(C)

ISSUED: April 12, 2010

EFFECTIVE: May 12, 2010

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ISSUED: December 4, 2003

EFFECTIVE: December 5, 2003

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ISSUED: September 29, 2005

EFFECTIVE: September 30, 2005

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ISSUED: September 29, 2005

EFFECTIVE: September 30, 2005

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TARIFF SYMBOLS

The following symbols are only used to indicate changes or revisions to the tariff as follows:

- (D) To signify decreased rate
- (I) To signify increased rate
- (C) To signify all other changes

ISSUED: September 29, 2005

EFFECTIVE: September 30, 2005

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SECTION 1 - DEFINITIONS

1.0 Definitions

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 Forwarding: Allows calls directed to a line to be routed to another line.

Communications Services: The Company's local exchange switched telephone services.

Commission: Pennsylvania Public Utility Commission.

Company: Fiber Technologies Networks, L.L.C. ("Fibertech"), the issuer of this tariff.

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

Demarcation Point: The point at which the Company's facilities end and the customer's facilities begin. A demarcation point may be located at the minimum point of entry, pedestal, or at the customer's premises. The Company bears no responsibility for facilities, signals or quality of service at any point on the customer's side of the demarcation point.

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

SECTION 1 – DEFINITIONS (CONTINUED)

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.

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.

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, or by other appropriate means.

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.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Other Telephone Company: An Exchange Telephone Company other than the Company or issuer of this tariff.

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

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 tariff, in which case the Service Commencement Date is the date of the Customer's acceptance date. The Company and Customer may mutually agree on a substitute Service Commencement Date.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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SECTION 1 – DEFINITIONS (CONTINUED)

Service Order: A written request for Communications 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 tariff, 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.

User or End User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

ISSUED: June 18, 2002

EFFECTIVE: June 19, 2002

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1.0 Definitions

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Authorized User: A person, firm or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

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

Call Forwarding: Allows calls directed to a line to be routed to another line.

Communications Services: The Company's local exchange switched telephone services.

Commission: Pennsylvania Public Utility Commission.

Company: Fiber Technologies Networks, L.L.C. ("Fibertech"), the issuer of this tariff.

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

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Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Demarcation Point: The point at which the Company's facilities end and the customer's facilities begin. A demarcation point may be located at the minimum point of entry, pedestal, or at the customer's premises. The Company bears no responsibility for facilities, signals or quality of service at any point on the customer's side of the demarcation point.

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

ISSUED: April 12, 2010

EFFECTIVE: May 12, 2010

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SECTION 2 – UNDERTAKING OF THE COMPANY

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.

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Individual Case Basis: A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

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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.

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Other Telephone Company: An Exchange Telephone Company other than the Company or issuer of this tariff.

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

* Certain material now appearing on this page previously appeared on Page 9.

SECTION 2 – UNDERTAKING OF THE COMPANY

Service Commencement Date: The first day following the date on which the Company notifies (C) 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 tariff, in which case the Service Commencement Date is the date of the Customer's acceptance date. The Company and Customer may mutually agree on a substitute Service Commencement Date

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Service Order: A written request for Communications 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 tariff, 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.

User or End User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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All material now appearing on this page previously appeared on Page 10.

ISSUED: December 4, 2003

EFFECTIVE: December 5, 2003

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SECTION 2 – UNDERTAKING OF THE COMPANY

2.0 Undertaking of the Company**2.1 Scope****2.1.1 Undertaking**

- 2.1.1.A The Company undertakes to furnish access services to Customers. on a common carrier basis in accordance with the terms and conditions set forth in this tariff (C)
(C)

2.1.2 Shortage of Facilities

- 2.1.2.A All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of facilities, lack of transmission medium capacity or because of any causes beyond its control. (C)

2.1.3 Terms and Conditions

- 2.1.3.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 tariff, a month is considered to have 30 days.
- 2.1.3.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 tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

ISSUED: February 26, 2004**EFFECTIVE: March 27, 2004**

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

- 2.1.3.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 tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.3.C In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.1.3.D This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice-of-laws provision.

2.1.4 Limitations on Liability

- 2.1.4.A Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.10.A;
- 2.1.4.B Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.10.A, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service;

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

- 2.1.4.C The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed;
- 2.1.4.D The Company shall not be liable for any claims for loss or damages involving:
- 2.1.4.D.1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2.1.4.D.2 Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 2.1.4.D.3 Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.1.4.D.4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

ISSUED: June 18, 2002

EFFECTIVE: June 19, 2002

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

- 2.1.4.D.5 Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.1.4.D.6 Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in section 2.1.4.D.1 through 2.1.4.D.5, preceding;
- 2.1.4.D.7 Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 2.1.4.D.8 Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 2.1.4.D.9 Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 2.1.4.D.10 Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 2.1.4.D.11 Any act or omission in connection with the provision of 911, E911, or similar services;
- 2.1.4.D.12 Any noncompletion of calls due to network busy conditions;

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

- 2.1.4.D.13 Any calls not actually attempted to be completed during any period that service is unavailable.
- 2.1.4.E The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, failure to maintain presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- 2.1.4.F The Company does not guarantee nor make any warranty with respect to installations provided by it for use in or near an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- 2.1.4.G The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether affiliated with the Company, or for other facilities provided by other entities used for service to the Customer, even if the

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities. 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.

ISSUED: June 18, 2002

EFFECTIVE: June 19, 2002

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

2.1.5 Provision of Equipment and Facilities

2.1.5.A Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.1.5.B The company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

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

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

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

SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

2.1.6 Ownership of Facilities

- 2.1.6.A Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

2.1.7 Prohibited Uses

- 2.1.7.A The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

- 2.1.7.B The Company may require applicants for service who intend to use the Company's offering 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 regulations, policies, orders, and decisions.

- 2.1.7.C The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

- 2.1.7.D 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 telecommunications 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 tariff will apply.

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2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken

ISSUED: February 26, 2004**EFFECTIVE: March 27, 2004**

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

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; (C)
- H) in advance of its normal construction; (C)
- I) splicing, testing and other construction associated with the interconnection of company facilities to customer premises; or (C)
(C)
- J) in connection to building entrance facilities. (C)

Special construction charges will be determined as described herein

ISSUED: February 26, 2004

EFFECTIVE: March 27, 2004

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

2.2 Obligations of the Customer**2.2.1 Customer Premises Provisions**

- 2.2.1.A The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.2.1.B The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.2.2 Liability of the Customer

- 2.2.2.A The Customer will be liable for damages to Company's facilities and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.2.2.B To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

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

2.2.3 Jurisdictional Reporting Requirements

2.2.3.A For Feature Group B Switched Access Service(s) for both originating and terminating usage, a projected Percentage of Interstate Usage (PIU) must be provided by the Customer to the Company. When a Customer orders Feature Group B Switched Access Service, the Customer shall state, in its order, the projected PIU factor for each Feature Group B Switched Access Service group ordered. The formula for developing PIU is as follows in Sections 2.2.3.B or 2.2.3.D, depending upon whether the jurisdiction can be determined from call detailing, below.

2.2.3.B For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from call detail, will determine the PIU as follows:

2.2.3.B.1 For originating access minutes, the PIU will be developed on a monthly basis, by end office trunk group, by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

- 2.2.3.B.2 For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic. Should the Customer not supply a terminating PIU factor, the data used by the Company to develop the PIU for originating access minutes will be used to develop the PIU for such terminating access minutes.
- 2.2.3.C When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected PIU for each end office trunk group involved to be used in the event that originating call detail is insufficient to determine the jurisdiction of the usage. For purposes of developing the PIU, the Customer shall utilize the same considerations as those set forth in Section 2.2.3.D following.
- 2.2.3.D Where the call detail data is insufficient to develop jurisdiction, the Customer must provide the Company with a PIU using the following steps:
- 2.2.3.D.1 For purposes of developing the PIU, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- 2.2.3.D.2 The Company will designate the number obtained by subtracting the PIU from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.
- 2.2.3:D:3 A whole number percentages will be used by the Company to apportion the usage, monthly recurring, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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2.2.3.E The projected interstate percentage of use will be used to determine the charges as follows:

2.2.3.E.1 The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate-access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5 following. (C)

2.2.3.F Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.2.3.A preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.2.3.A preceding.

ISSUED: December 4, 2003

EFFECTIVE: December 5, 2003

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- 2.2.3.G The Customer reported projected interstate percentage of use as set forth in Section 2.2.3.A, preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.2.3.A, preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.
- 2.2.3.H The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- 2.2.3.I The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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2.3 Customer Equipment and Channels

2.3.1 Interconnection of Facilities

2.3.1.A In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.3.1.A.1 The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

2.3.1.A.2 If the protective requirements in connections with Customer -provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.4 Customer Deposits and Advance Payments

2.4.1 Advance Payments

2.4.1.A To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage- charges.– 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.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

2.4.2 Deposits

- 2.4.2.A To safeguard its interests, the Company may require the Customer to make a deposit to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the estimated gross bill for any single period plus one month, the maximum period not to exceed four months, with a minimum of \$5.00. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- 2.4.2.B Where necessary to protect against uncollectibles from a Customer, a deposit may be required in addition to an advance payment.
- 2.4.2.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. Deposits secured from a Customer shall be returned to the Customer when he pays undisputed bills for service over a period of 12 consecutive months. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- 2.4.2.D Customer deposits held by the Company will accrue interest at a rate of six (6) percent per year.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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2.5 Payment Arrangements

2.5.1 Payment for Service

2.5.1.A The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.5.1.A.1 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 the Company's net income) imposed on or based upon the provision, sale or use of network services.

2.5.2 Billing and Collection of Charges

2.5.2.A Non-recurring charges are due and payable within 30 days after the date of the invoice.

2.5.2.B The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

2.5.2.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.

SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

- 2.5.2.D Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.5.2.E If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- 2.5.2.E.1 a rate of 1.5 percent per month; or
 - 2.5.2.E.2 the highest interest rate that may be applied under state law for commercial transactions.
 - 2.5.2.E.3 The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution-refuses to honor.

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

2.5.3 Billing Disputes**2.5.3.A General**

2.5.3.A.1 All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

2.5.3.B Late Payment Charge

2.5.3.B.1 The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.5.2.E, preceding.

2.5.3.B.2 In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

2.5.3.B.3 In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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2.5.3.C Adjustments or Refunds to the Customer

2.5.3.C.1 In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

2.5.3.C.2 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

2.5.3.C.3 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.

2.5.3.C.4 All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the -Customer, are final and constitute - full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

ISSUED: June 18, 2002

EFFECTIVE: June 19, 2002

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2.5.4 Unresolved Billing Disputes

2.5.4.A In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:

2.5.4.A.1 First, the Customer may request and the Company will provide an in- depth review of the disputed amount.

2.5.4.A.2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

**Pennsylvania Public Utility Commission
Bureau of Consumer Services
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265**

2.5.5 Discontinuance of Service for Cause

2.5.5.A Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability:

2.5.5.B Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

- 2.5.5.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.
- 2.5.5.D Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.5.E 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.
- 2.5.5.F In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- 2.5.5.G 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 tariff, 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).

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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2.5.6 Ordering, Rating and Billing Ownership of Facilities**2.5.6.A Where More Than One Exchange Company is Involved**

2.5.6.A.1 Meet point billing applies where a Customer orders switched access service to a tandem operated by another Exchange Telephone Company which subtends an end office operated by the Company. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates.

2.5.6.A.2 The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

2.5.6.A.3 The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

2.5.6.A.3.(a) For Feature Group B and/or D Switched Access Service, when the first point of switching is not in the same Exchange Telephone Company's territory as the Customer premises, the Customer must supply a copy of the order to the Exchange Telephone Company in whose territory the Customer premises is located and any other Exchange Telephone Company(s) involved in providing the service.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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- 2.5.6.A.3.(b) Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.
- 2.5.6.B The charge for the Local Transport Facility and Termination rate elements are determined as follows:
- 2.5.6.B.1 Determine the appropriate Switched Access Local Transport mileage by computing airline mileage between the two ends of the Local Transport Facility. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Section 2.8.1 following.
- 2.5.6.B.2 For Feature Groups B or D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.
- 2.5.6.B.2.(a) Multiply the number of access minutes by the number of airline miles as determined in 2.5.6.B.1 preceding by the Company's appropriate Local Transport Facility per mile per access minute rate by the Company's billing percentage factor.
- 2.5.6.B.2.(b) Multiply the number of access minutes by the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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- 2.5.6.B.2.(c) Add the products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.
- 2.5.6.C The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO.4.
- 2.5.6.D Should any changes be made to the meet point billing arrangements, the Company will give affected customers 30 days' notice.
- 2.5.6.E Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.5.6 (B) preceding, will not be applied to the meet point billing arrangement.

2.5.7 Changes In Service Requested

- 2.5.7.A 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 fees shall be adjusted according to the term and conditions set forth in 3.1.5 following, Access Order Modifications.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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2.5.8 Customer Overpayment

2.5.8.A The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

2.5.9 Notice to Company for Cancellation of Service

2.5.9.A Customers desiring to terminate service provided under a month-to-month-or other non-term arrangement shall provide Company thirty (30) days written notice of desire to terminate service. Customers receiving service on a set-term basis may only terminate service in accordance with this tariff or specific contractual provisions (such as an ICB arrangement) subject to any applicable charges for early termination.

2.5.10 Allowance for Interruptions in Service

2.5.10.A A credit allowance will be given when service is interrupted, except as specified in Section 2.5.11.A following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

- 2.5.10.B An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.10.C If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.5.11 Limitations on Allowances

- 2.5.11.A No credit allowance will be made for any interruption in service:
- 2.5.11.A.1 Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
 - 2.5.11.A.2 Due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - 2.5.11.A.3 Due to circumstances or causes beyond the control of the Company;
 - 2.5.11.A.4 During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - 2.5.11.A.5 During any period in which the Customer continues to use the service on an impaired basis;

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- 2.5.11.A.6 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;
- 2.5.11.A.7 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.11.A.8 That was not reported to the Company within thirty (30) days of the date that service was affected.

2.5.12 Use of Another Means of Communications

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

2.5.13 Application of Credits for Interruptions In Service

- 2.5.13.A Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.5.13.B For calculating credit allowances, every month is considered to have thirty (30) days.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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- 2.5.13.C A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.
- 2.5.13.D Interruptions of 24 Hours or Less
- 2.5.13.D.1 Length of Interruption to be Credited
- 2.5.13.D.1.(a) Less than 15 minutes - None
- 2.5.13.D.1.(b) 15 minutes up to but not including 3 hours - 1/10 Day
- 2.5.13.D.1.(c) 3 hours up to but not including 6 hours - 1/5 Day
- 2.5.13.D.1.(d) 6 hours up to but not including 9 hours - 2/5 Day
- 2.5.13.D.1.(e) 9 hours up to but not including 12 hours - 3/5 Day
- 2.5.13.D.1.(f) 12 hours up to but not including 15 hours - 4/5 Day
- 2.5.13.D.2 Interruptions of 24 Hours or Less (continued)
- 2.5.13.D.2.(a) 15 hours up to but not including 24 hours - One Day
- 2.5.13.D.3 Continuous Interruption Over 24 Hours and Less Than 72 Hours
- 2.5.13.D.3.(a) Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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2.5.13.D.4 Interruptions over 72 Hours

2.5.13.D.4.(a) Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

2.5.14 Cancellation For Service Interruption

2.5.14.A 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 that has been subject to the outage or cumulative service credits.

2.5.15 Cancellation of Service/Termination Liability

2.5.15.A 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 Section 2.5.10.B), the Customer agrees to pay to 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 Section 2.5.2.A.

2.5.16 Termination Liability

2.5.16.A Customer's termination liability for cancellation of service shall be equal to:

2.5.16.A.1 all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

2.5.16.A.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

2.5.16.A.3 all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

2.5.16.A.4 minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.6 Privacy Rules**2.6.1 General**

2.6.1.A Automatic Number Identification (ANI) derived information may be used only for billing, routing, screening, ensuring network performance, completing calls or performing services directly related to the telephone caller's original call or transaction. Therefore, should the business that receives ANI information have an established customer relationship with the caller, the business may offer products or services to the caller that are directly related to the products or services previously purchased by the caller. The business that receives ANI information may not establish marketing lists or conduct ongoing market calls for unrelated products or services or sell the information derived from ANI (caller's name, address, telephone billing number, purchasing habits, etc.) to third parties unless it gets the prior written consent of the caller.

2.7 Application of Rates**2.7.1 General**

2.7.1.A The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

2.7.2.F Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

2.8 Rates Based Upon Distance

2.8.1 General

2.8.1.A Where the charges for service are specified based upon distance, the distance will be determined by V&H coordinates method

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ISSUED: February 26, 2004

EFFECTIVE: March 27, 2004

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

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2.8.2 Mileage

2.8.2.A General

2.8.2.A.1 the mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage.

ISSUED: February 26, 2004

EFFECTIVE: March 27, 2004

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

2.8.2.A.2 The Local Transport Facility mileage rates are shown in Section 5 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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ISSUED: December 4, 2003

EFFECTIVE: December 5, 2003

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SECTION 2 – UNDERTAKING OF THE COMPANY (CONTINUED)

2.8.2.A.2 The Local Transport Facility mileage rates are shown in Section 6 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

ISSUED: June 18, 2002

EFFECTIVE: June 19, 2002

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3.0 RESERVED FOR FUTURE USE.

ISSUED: June 18, 2002

EFFECTIVE: June 19, 2002

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ISSUED: September 29, 2005

EFFECTIVE: September 30, 2005

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SECTION 3 – ACCESS SERVICES (CONTINUED)

3.4 Dedicated High-Speed Digital Service

The furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the State of Pennsylvania.

3.4.1 General

The various types of Company service offerings are described below. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for terms of one (1) year or more. Customers subscribing to a term plan of one (1) year or more may receive a discount on charges for these arrangements. These Discounts will be negotiated on an individual case basis ("ICB"). To the extent required, all arrangements will be filed with the Commission prior to service.

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3.4.2 Service Configurations

The type of service configuration over which Company's services is provided: point-to-point service.

3.4.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

ISSUED: April 12, 2010**EFFECTIVE: May 12, 2010**

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SECTION 3 – ACCESS SERVICES (CONTINUED)

3.4.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Company's services. When references to Bellcore Technical Publications on file with the Commission are made for performance criteria, the criteria will be considered objectives for Company's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Company. Technical publications are available for review by the Customer upon request.

3.4.3.1 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and the Company's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Company's Optical Line Terminating Equipment (OLTE) located in Company's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Company's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB).

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

ISSUED: December 4, 2003**EFFECTIVE: December 5, 2003**

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SECTION 3 – ACCESS SERVICES (CONTINUED)

3.4.3 Service Descriptions and Technical Specifications (Cont'd)

3.4.3.2 DS-3 (X3), (X9), or (X12), (X24) Services

DS-3 services may be ordered in multiples of 3 (X3), 9 (X9), 12 (X12) or 24 (X24). These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications. These services will be provided initially on an ICB.

3.4.3.3 OC-3, OC-12, OC-48, OC-192 Services

OC or Optical Carrier Services are services designed to work in a Synchronous Optical Network (SONET) using fiber optic high data transmission rates from 155.520 Mbps to 9.6 Gps.

3.4.3.4

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ISSUED: April 12, 2010

EFFECTIVE: May 12, 2010

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SECTION 3 – ACCESS SERVICES (CONTINUED)

3.4.3.5 Customer Provided Equipment

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Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Company makes no guarantees or warranties as to the performance of Customer provided equipment.

ISSUED: February 26, 2004

EFFECTIVE: March 27, 2004

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SECTION 4 – ACCESS SERVICES

4.0 Access Services**4.1 Four Rate Categories Applicable to Dedicated Access Service:****4.1.1 Carrier Common Line**

4.1.1.A The Carrier Common Line rate category provides for the use of Company common lines by customers for access to end users to furnish customer intrastate communications. Carrier Common Line is provided where the customer obtains Company provided Switched Access Service.

4.1.1.A.1 Limitations

4.1.1.A.1.(a) A telephone number is not provided with Carrier Common Line.

4.1.1.A.1.(b) Detail billing is not provided for Carrier Common Line.

4.1.1.A.1.(c) Directory listings are not included in the rates and charges for Carrier Common Line.

4.1.1.A.1.(d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.

4.1.1.A.1.(e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

4.1.1.A.2 Undertaking of the Company

4.1.1.A.2.(a) Where the customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in Section 5.2 following.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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SECTION 4 – ACCESS SERVICES (CONTINUED)

4.1.1.A.3 Obligations of the Customer

4.1.1.A.3.(a) The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

4.1.1.A.3.(b) All Switched Access Service provided to the customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption,

4.1.1.A.4 Out of Band Signaling Access Exemption

4.1.1.A.4.(a) The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination, as set forth in Section 4 following, is not subject to a Carrier Common Line charge.

4.1.1.A.5 Rate Regulations

4.1.1.A.5.(a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service customer.

4.1.1.A.5.(b) When the customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes.

SECTION 4 – ACCESS SERVICES (CONTINUED)

4.1.2 Local Transport

- 4.1.2.A The Local Transport rate category provides for transmission facilities between the customer's premises or collocated interconnection location and the Company's end office switch(es) where the customer's traffic is switched to originate or terminate its communications.
- 4.1.2.B Charges for Local Transport service are computed in accordance with Section 2.5.6.A preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport mileage, distance will be measured from the wire center that normally serves the customer's premises to the end office switch(es).
- 4.1.2.C The following paragraphs describe the Local Transport rate elements.
- 4.1.2.C.1 Local Transport Mileage -- The Local Transport-Mileage rate provides for that portion of the voice frequency transmission path at the end office and at the customer's premises. The Local Transport Mileage rate also provides for that portion of the voice frequency transmission path between the end office and at the customer's premises.
- 4.1.2.C.2 Interface Groups -The Interface Group is provided for terminating the Local Transport at the customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.
- 4.1.2.C.3 Interface Group 1 provides DS 1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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SECTION 4 – ACCESS SERVICES (CONTINUED)

4.1.3 Out of Band Signaling

- 4.1.3.A This ordering option allows the customer to exchange signaling for Feature Group D call set-up over a communications path that is separate from the message path. This option is provided with SS7 protocol and is only available with Feature Group D. This option requires the establishment of a signaling connection path between the customer's SPOI and the Telephone Company's STP.
- 4.1.3.B Out of band signaling is provided in both the originating and terminating direction on FGD services. Each signaling connection is provisioned for two-way transmission of out of band signaling information.
- 4.1.3.C Out of band signaling is subject to the rates and charges as specified in 5.3.9 following.

4.2 Special Assemblies and Individual Case Basis (ICB) Arrangements.**4.2.1 General**

- 4.2.1.A Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a bid for any switched or special access service that the Company is technically capable of providing but which is not offered under this tariff (special assembly), or to develop a competitive bid for a service that the Company offers under this tariff (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB and special assembly rates will be offered to the Customer in writing and on a nondiscriminatory basis.

SECTION 4 – RATE CATEGORIES (CONTINUED)

4.3 Six Rate Categories for Dedicated High-Speed Digital Service**4.3.1 Channel Terminations**

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

4.3.2 Channel Mileage

The Channel Mileage Rate Category provides for the transmission facilities between two or more Customer designated premises. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile, unless specified. Channel Mileage Rates are comprised of a Fixed Mileage Rate, applied to the first mile, and a Per Mile Rate Element, applied for each mile.

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4.3.3 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Company's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

ISSUED: February 26, 2004**EFFECTIVE: March 27, 2004**

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SECTION 4 – RATE CATEGORIES (CONTINUED)

4.3.4 Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. To the extent required, special services not addressed in this Tariff shall be approved by the Commission prior to the provision of such service. (C)

4.3.5 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply to customers that subscribe to substantial volumes of Company's services. Volume discounts will be negotiated on an Individual Case Basis. (C)
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4.3.6 Term Discounts

Customers will be eligible for discounts for executing agreements for services for a term of more than one (1) year. (C)

SECTION 5 – RATES

5.0 RATES

5.1 Service Orders

5.1.1 Service Implementation

	Non-Recurring (Per Line or trunk Order)
Installation Charge (Per Trunk or Out of Band Signaling Connection)	No charge
Access Order (Per Access Request)	No charge
Engineering Charge (Per 1-24 Trunks)	No charge

5.1.2 Service Date Change

	Non-Recurring (Per Line or trunk Order)
Service Date Change)	\$46.00

5.1.3 Design Change

	Non-Recurring (Per Line or trunk Order)
Service Date Change)	\$46.00

ISSUED: June 18, 2002

EFFECTIVE: June 19, 2002

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SECTION 5 – RATES (CONTINUED)

5.2 Carrier Common Line

5.2.1 Rates Per Access Minute

	Per Access Minute
Originating	\$.006297
Terminating	\$.006297

5.2.2 Monthly Surcharge for the Telephone Relay Service in Pennsylvania

	Per Access line
Residential Access Line	\$0.07
Business Access Line	\$0.10

5.3 Local Transport

5.3.1 Rates

Per Mile	Fixed
\$.000045	\$.000195

5.3.2 Common Channel Signaling Access Service

5.3.3 Monthly Rates

	Per Month, Per Mile
STP Access mileage	\$ 4.00
STP Port Termination	\$ 932.58

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ISSUED: August 29, 2005

EFFECTIVE: August 30, 2005

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SECTION 5 – RATES (CONTINUED)

5.2.4 Nonchargeable Optional Features

	Per Access Minute/Per Transmission Path Group
E&M Type I Supervisory Signaling Arrangement	No charge
E&M Type II Supervisory Signaling Arrangement	No charge
E&M Type III Supervisory Signaling Arrangement (Available with FGD)	No charge
SF Supervisory Signaling Arrangement	No charge
DX Supervisory Signaling Arrangement	No charge
Supervisory Signaling	No charge

ISSUED: June 18, 2002

EFFECTIVE: June 19, 2002

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SECTION 5 – RATES (CONTINUED)

5.2.5 Trunk Side Transport Termination Non-Chargeable Options

	Non-Chargeable Options
Standard Trunk for Originating, Terminating, or Two-Way operation (Available with FGB and FGD)	No charge
Rotary Dial Station Signaling Trunk (Available with FGB)	No charge
Operator Trunk, Full Feature Arrangement (Available with FGD)	No charge
Operator Trunk Assist Feature (Available with FGD)	No charge

5.2.6 SS7 Signaling Options (Available with FGD)

	Rate
Calling Party Number	No charge
Charged Number	No charge
Carrier Selection Parameter	No charge
Access transport Parameter	No charge
Out of Band Signaling	No charge

5.2.7 800 Data Base Access Service

	Per Query
Customer Identification Charge	\$.003089

5.3 Miscellaneous Services

5.3.1 Presubscription

	Non-Recurring
Per Telephone Exchange Service Line or Truck	\$5.00

ISSUED: June 18, 2002

EFFECTIVE: June 19, 2002

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SECTION 5 – RATES (CONTINUED)

5.3.9 Trunk Side Transport Termination Non-Chargeable Options

	Non-Chargeable Options
Standard Trunk for Originating, Terminating, or Two-Way operation (Available with FGB and FGD)	No charge
Rotary Dial Station Signaling Trunk (Available with FGB)	No charge
Operator Trunk, Full Feature Arrangement (Available with FGD)	No charge
Operator Trunk Assist Feature (Available with FGD)	No charge

5.3.10 SS7 Signaling Options (Available with FGD)

Signaling Options	Rate
Calling Party Number	No charge
Charged Number	No charge
Carrier Selection Parameter	No charge
Access transport Parameter	No charge
Out of Band Signaling	No charge

5.3.11 800 Data Base Access Service

	Per Query
Customer Identification Charge	\$.003089

Material previously appearing on this page now appears on Page 9 of Section 5.

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SECTION 5 – RATES (CONTINUED)

5.4 Dedicated High-Speed Digital Service

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5.4.1 General Regulations

- A) Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.
- B) Services may be provided using one, or a combination of rate elements as outlined in this Tariff.
- C) Unless otherwise indicated, rates apply uniformly in all areas served by Company.

5.4.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Company for the increased expenses incurred on an ICB.

(C)

ISSUED: December 4, 2003**EFFECTIVE: December 5, 2003**

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SECTION 5 – RATES (CONTINUED)

5.4.3 Point-To-Point Services

A) Non Recurring Charge

1) Administrative Charge

A) DS-3 Services: \$55.00

B) OC-3 Services: \$55.00

C) OC-12 Services: \$55.00

D) OC-48 Services: \$55.00

E) OC-192 Services: \$55.00

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ISSUED: April 12, 2010

EFFECTIVE: May 12, 2010

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SECTION 5 – RATES (CONTINUED)

5.4.3 Point-To-Point Services (Cont'd)

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A) Non Recurring Charge (Cont'd)

2) Location Design Connection Charge

- A) DS-3 Services: \$350.00
- B) OC-3 Services: \$350.00
- C) OC-12 Services: \$350.00
- D) OC-48 Services: \$475.00
- E) OC-192 Services: \$2,150.00

3) Customer Connection Charge

- A) DS-3 Services: \$425.00
- B) OC-3 Services: \$425.00
- C) OC-12 Services: \$425.00
- D) OC-48 Services: \$550.00
- E) OC-192 Services: \$550.00

(C)

ISSUED: December 4, 2003

EFFECTIVE: December 5, 2003

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SECTION 5 – RATES (CONTINUED)

5.4.3 Point-To-Point Services (Cont'd)

B. Monthly Recurring Charge

- A) DS-3 Services: \$2,000 plus \$300 per mile
- B) OC-3 Services: \$2,500 plus \$300 per mile
- C) OC-12 Services: \$4,000 plus \$300 per mile
- D) OC-48 Services: \$8,000 plus \$500 per mile
- E) OC-192 Services: \$15,000 plus \$1,000 per mile

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5.5 Miscellaneous Services

5.5.1 Presubscription

	Non- Recurring
Per Telephone Exchange Service Line or Trunk	\$5.00

ISSUED: April 12, 2010

EFFECTIVE: May 12, 2010

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SECTION 6 – SPECIAL SERVICES AND PROGRAMS

6.0 SPECIAL SERVICES AND PROGRAMS

6.1 Restoration of Service

A restoration charge equal to the charges set forth in Section 4.2 of this tariff applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged.

ISSUED: June 18, 2002

EFFECTIVE: June 19, 2002

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SECTION 7 – SPECIAL ARRANGEMENTS

7.0 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, the Customer may be charged for the following construction costs to the extent they are applicable:

- 7.1.1.A cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way;
- 7.1.1.B cost of maintenance;
- 7.1.1.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;
- 7.1.1.D administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 7.1.1.E license preparation, processing and related fees;
- 7.1.1.F tariff preparation, processing and related fees;
- 7.1.1.G any other identifiable casts related to the facilities provided; and
- 7.1.1.H an amount for return and contingencies.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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SECTION 7 – SPECIAL ARRANGEMENTS

7.1.2 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.

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

7.1.2.B The amount of the maximum termination liability is equal to the estimated amounts for:

7.1.2.B.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;

7.1.2.B.2 license preparation, processing, and related fees;

7.1.2.B.3 tariff preparation, processing, and related fees;

7.1.2.B.4 cost of removal and restoration, where appropriate; and

7.1.2.8.5 any other identifiable costs related to the specially constructed or rearranged facilities

ISSUED: June 18, 2002

EFFECTIVE: June 19, 2002

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SECTION 7 – SPECIAL ARRANGEMENTS

7.1.2.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 by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

7.2 Individual Case Basis (ICB) Arrangements

For special situations, rates for services not covered under this tariff will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Such contracts will be approved by the Pennsylvania Commission prior to the provision of such service.

7.3 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Promotional offerings will be included in Section 7 of the Company's tariff. All promotions are offered on a non-discriminatory basis.

ISSUED: June 18, 2002**EFFECTIVE: June 19, 2002**

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SECTION 8 – PROMOTIONAL OFFERINGS

8.0 PROMOTIONAL OFFERINGS

[RESERVED FOR FUTURE USE]

ISSUED: June 18, 2002

EFFECTIVE: June 19, 2002

**Charles Stockdale
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