

Synergem Technologies, Inc.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL, EMERGENCY, AND INTEREXCHANGE COMMUNICATIONS

SERVICES WITHIN

THE STATE OF NEW YORK

Applicable in New York State

CONTACTING THE PUBLIC SERVICE COMMISSION

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 State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):

1-800-342-3377 for Continental United States or,

1-800-662-1220 for Hearing/Speech Impaired: TDD or,

518-472-8502 for fax

2. Online:

<http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service

Office of Consumer Services

3 Empire State Plaza

Albany, NY 12223-1350

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FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the Page and are numbered sequentially. However, new Pages are occasionally added. When a new Page is added between Pages already in effect, a number is added. For example, a Page added between Page 14 and 15 would be 14.1

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 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 CUSTOMER SERVICE GUIDE

This Customer Service Guide sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange and interexchange communications services by Synergem Technologies, Inc. hereinafter referred to as the Company, to Customers within the state of New York. Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This Customer Service Guide is available for review at the main office of Synergem Technologies, Inc. at 523 South Stephens Street, Pilot Mountain, North Carolina 27041 as well as the Company website: www.synergemtech.com.

SECTION 1.0 - DEFINITIONS

9-1-1: A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 Service Provider: The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers, delivering the 9-1-1 calls to PSAPs using appropriate routing logic, and delivering emergency response information such as ANI and ALI.

Access Line: A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

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

Automatic Number Identification (ANI): A type of signaling provided by a Local Exchange Carrier that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI): The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location

Authorized User: A person, firm corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business or Commercial Customer: In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call: A completed connection established between a calling station and one or more called stations.

Centralized Automated Message Accounting (CAMA): A type of in-band analog transmission protocol that transmits telephone number via multi-frequency encoding.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Company: Synergem Technologies, Inc., the issuer of this Customer Service Guide.

Customer or Subscriber: The person, firm municipality, cooperative organization, governing agency, or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

SECTION 1.0 – DEFINITIONS, (CONT'D.)

Department: New York Department of Public Service

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

E9-1-1 (Enhanced 9-1-1): An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

E9-1-1 Emergency Service: A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this Customer Service Guide, E9-1-1 Emergency Service does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

E9-1-1 Selective Router Trunk: A trunk from an E9-1-1 Selective Routing Tandem capable of transmitting the ANI associated with the caller's local exchange line. The E9-1-1 Selective Router Trunk may be between an E9-1-1 Selective Routing Tandem and a PSAP, or between E9-1-1 Selective Routing Tandems; the latter configuration is also known as an inter-Selective Router Trunk.

E9-1-1 Tandem or E9-1-1 Selective Routing Tandem: The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP.

E9-1-1 Trunks: The trunks that connect from the End Office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Routing Tandem.

Emergency Call Routing Function (ECRF): A functional element in an ESInet that uses either civic address or geo-coordinates location information to route an emergency call toward the appropriate PSAP.

Emergency Service Number (ESN): An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

ESInet: An Emergency Services IP Network (ESInet) used for emergency services communications. An ESInet provides the IP transport infrastructure and functional processes necessary for providing Next Generation 9-1-1 network services.

Emergency Services Routing Proxy (ESRP): enables accurate E9-1-1 call routing regardless of the network access used by the caller. It is a new-generation selective router that bridges the gap between conventional PSTN networks and VoIP networks.

SECTION 1.0 – DEFINITIONS, (CONT'D.)

Governing Authority: The governing body of a state, county, city, city and county, town, of other governing body (e.g., the board of directors of a special district) that oversees the PSAP(s) within the Governing Authority's jurisdiction.

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

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

ILEC: Incumbent Local Exchange Company.

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

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.

Location Database: The database maintained by the Next Generation 911 Provider that provides the PSAP with the Registered Location of the calling party.

MSAG Content: The data elements of the MSAG (Master Street Address Guide) including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record: A) Tax area record, B) Locality, C) Street, D) Thoroughfare, E) Directional [where required], F) Even (E), odd (O), or all (A) [applied to house numbers], G) Low-high range of house numbers, H) PSAP (Public Safety Answering Point), and I) LAT/LONG (Latitude/Longitude) [where required]

MSAG Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

National Emergency Number Association (NENA): An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

SECTION 1.0 – DEFINITIONS, (CONT'D.)

Next Generation 9-1-1(NG9-1-1): NG9-1-1 is a secure system comprised of hardware, software, data and operational policies and procedures with standardized interfaces to process all types of emergency calls, acquire and integrate additional data, and deliver the calls/messages and data to the appropriate emergency entities.

Nonrecurring Charges or NRCs: One-time charges most often associated with installation, ordering, or account establishment.

Station-to-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Protocol Interworking Function (PIF): That functional component of a Legacy Network Gateway or Legacy PSAP Gateway that interworks legacy PSTN signaling such as ISUP or CAMA with SIP signaling.

Pseudo Automatic Number Identification (pANI): A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

Public Agency: Any state, county, city, city and county, town, municipal corporation, public district, or other public authority located in whole or in part within the State of Pennsylvania that provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Emergency: The presence of actual or imminent conditions that are either an immediate danger to the health or safety of people, or a likelihood of sever irreparable damage to property.

Public Safety Answering Point (PSAP): A facility equipped and staffed to receive 9-1-1 calls from the 9-1-1 Service Provider(s). PSAPs operate under the direction of the Governing Authority and are responsible to direct the disposition of 9-1-1 calls.

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

Selective Routing: The routing of a 9-1-1 call from an E9-1-1 Selective Router Tandem to a designated PSAP based upon the seven-digit or ten-digit telephone number or pANI associated with the caller dialing 9-1-1.

SECTION 1.0 – 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 that does not conform to standards set forth in the Service Order or this Customer 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 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 Customer Service Guide, but the duration of the service is calculated from the Service Commencement Date.

Session Initiation Protocol (SIP): A defined protocol that defines a method for establishing multimedia sessions over the Internet.

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

TDD/Text Phone: A telecommunications device for use by hearing or speech impaired persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access: Provides 9-1-1 access to individuals that use TDD/Text Phones and computer modems.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with 'service provider'.

Telephone Company system: Reference to a service provider's own facilities-based network or, if operating as a non facilities-based competitive local exchange carrier, the facilities contracted by the Telephone Company for provision of service.

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 Customer Service Guide.

Wireless Service Provider: Cellular, satellite or other radio based telephony or data transport commercial entity.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

The Company is responsible under this Customer 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.

The Company arranges for installation, operation, and maintenance of the communications services provided in this Customer Service Guide for Customers in accordance with the terms and conditions set forth under this Customer Service Guide. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

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 Customer 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 2.0 - RULES AND 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 thirty days (30), 24-hours per day. For the purpose of computing charges in this Customer Service Guide, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- B.** Except as otherwise stated in the Customer Service Guide, 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 Customer Service Guide. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service.
- C.** Except as otherwise stated in the Customer Service Guide, 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, unless otherwise specified by the written Service Order, at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Customer Service Guide prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated by Company upon written notice to the Customer if:

 - 1. the Customer is using the service in violation of this Customer Service Guide;
 - 2. the Customer is using the service in violation of the law, or
 - 3. the Customer is in violation of written Service Order terms.
- E.** This Customer 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 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

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

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

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, 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.
- 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.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
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, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work 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;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
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;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- F.** 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.
- G.** Failure by the Company to assert its rights pursuant to one provision of this Customer Service Guide does not preclude the Company from asserting its rights under other provisions.
- I. With respect to Emergency Number 911 Service:**

 - 1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
 - 2. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Customer Service Guide, the Customer acknowledges and agrees with the release of information as described above.

SECTION 2.0 - RULES AND 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 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- 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 Customer 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 it was provided.
- 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 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

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

- F.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Customer Service Guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Customer 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 2.0 - RULES AND 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 Customer 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 provided in accordance with this Customer Service Guide remains in the Company, its partners, agents, contractors or suppliers.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Department regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company 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 Customer Service Guide will apply.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with Customer Service Guide regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this Customer Service Guide and written Service Orders;
- 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 conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication 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 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 2.0 - RULES AND 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's 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. 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 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 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Customer Service Guide of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Customer Service Guide including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Customer Service Guide is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Customer 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 Customer 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, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - RULES AND 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 Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication 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 Customer Service Guides of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this Customer Service Guide may be connected to Customer-provided terminal equipment in accordance with the provisions of this Customer 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 Customer Service Guide only to the extent that the user is an "End User" as defined in Section 59.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2.0 - RULES AND 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.A. 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 (10) 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 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 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.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.5.2 Billing and Collection of Charges

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

- A.** Nonrecurring charges are due and payable within fifteen (15) days after the invoice date, unless otherwise agreed to in advance.
- 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 fifteen (15) days after the invoice date unless otherwise agreed to in advance. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

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

- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the 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 Customer Service Guide or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, by the due date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5% or the highest allowable by law. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).
- F.** Customers will be assessed a charge, as set forth in the Current Rates section of this Customer Service Guide, for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.5.7 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.
- H.** Invoices are available electronically and in paper form at the Customer's discretion. A \$2.99 per month discount shall be applied for any Customer who elects, in writing, Synergem's Electronic Billing Option and forgoes receipt of paper bills.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Customer Overpayments

The Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable late payment rate.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer overpayment was originally recorded to the Customer account by the Company.

2.5.4 Disputed Bills

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the New York Department of Public Service, Three Empire State Plaza, Albany, New York 12223.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D.** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Advance Payments

- A.** Advance payments are not required of residential Customers.
- B.** For commercial Customers, 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 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.

2.5.6 Deposits

A. Commercial Customers

- 1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- 2. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Deposits, (Cont'd.)

A. Commercial Customers, (Cont'd.)

3. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
4. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Department.
5. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
6. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
7. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service

2.6.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A.** Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the Customer.
- B.** Suspension will not be made until at least 8 days after written notification has been mailed to the Customer and 20 days before the termination notice.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday and between the hours of 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 2nd.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- A.** Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- B.** Nonpayment for service for which a bill has not been rendered;
- C.** Nonpayment for services that have not been rendered;
- D.** Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Department of Public Service Rules and Regulations contained in Part 609 of 16 NYCRR.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

- E.** Nonpayment of backbilled amounts.

2.6.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A.** The Company has verified, in a manner approved by the Department of Public Service, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B.** The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.4 Termination For Cause Other Than Nonpayment, (Cont'd.)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Customer Service Guide charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service;
6. Permitting fraudulent use.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.4 Termination For Cause Other Than Nonpayment, (Cont'd.)

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - No charge shall apply for the period during which service had been terminated, and
 - Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.7 Cancellation of Application for Service

2.7.1 Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.2 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 incurred by the Company, 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 commenced (all discounted to present value at six percent).

2.7.3 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 by the Company, 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.

2.7.4 The special charges described in 2.7.3 will be calculated and applied on a case-by-case basis.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Changes in Service Requested

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

2.9 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Customer 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 2.9.1 for the part of the service that the interruption affects.

2.9.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. 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 Customer Service Guide.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.2 Limitations of Allowances

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

- A.** Due to the negligence of or noncompliance with the provisions of this Customer Service Guide by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.3 Use of Another Means of Communications

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

2.9.4 Application of Credits for Interruptions in Service

- 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.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 2 hours	None
Over 2 hours	Credit Formula

Credit Formula:

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

A = outage time in hours

B = total monthly charge for affected service

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

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

2.10 Use of Customer's Service by Others

2.10.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this Customer 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 designated 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 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.11 Cancellation of Service/Termination Liability

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 2.9.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in written Service Order. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.11.1 Termination Liability

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 Customer Service Guide for the balance of the then current term;

2.12 Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.13 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:

- to any subsidiary, parent company or affiliate of the Company; or
- pursuant to any sale or transfer of substantially all the assets of the Company; or
- pursuant to any financing, merger or reorganization of the Company.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Customer Liability for Unauthorized Use of the Network

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

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of Company facilities or information.

2.15 Notices and Communications

2.15.1 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.15.2 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.

2.15.3 Except as otherwise stated in this Customer Service Guide, all notices or other communications required to be given pursuant to this Customer Service Guide will be 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.

2.15.4 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 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Taxes, Fees and Surcharges

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access, or other local, state, and federal taxes, charges or surcharges (however designated) excluding taxes on the net income of the Company, imposed on or based upon the provision, sale, or use of services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

2.16.1 Surcharge For State Gross Income and Gross Earnings Taxes

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

2.16.2 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

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

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

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

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.17 Miscellaneous Provisions

2.17.1 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Department rules shall be kept on file in the office of the Company as required under Department rules.

2.18 Additional Provisions Applicable to Business Customers

2.18.1 Application of Rates

- A.** Business rates apply to service furnished:
1. In office buildings, stores, factories and all other places of a business nature;
 2. At any location where the Customer resells or shares exchange service;
- B.** The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

2.18.2 Dishonored Checks

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

2.18.3 Deposits

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

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.19 Automatic Number Identification

2.19.1 Regulations

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

- A.** The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B.** The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C.** The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D.** The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E.** Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Department's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Department receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Department determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Department.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.19 Automatic Number Identification, (Cont'd.)

2.19.1 Regulations, (Cont'd.)

2.19.2 Terms and Conditions

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

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.20 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority

2.20.1 General

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

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

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

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

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

2.20.2 TSP Request Process

A. Restoration

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

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

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

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

2.20.2 TSP Request Process, (Cont'd.)

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.20.2.A above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.20.2.A.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

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

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

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

2.20.3 Responsibilities of the End-User

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

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

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

2.20.4 Responsibilities of the Company

The Company will perform the following:

- A.** Provide TSP service only after receipt of a TSP authorization code.
- B.** Revoke TSP services at the direction of the end-user or OPT.
- C.** Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D.** Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E.** Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F.** Confirm completion of TSP service order activity to the OPT.
- G.** Participate in reconciliation of TSP information at the request of the OPT.
- H.** Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I.** Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- 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 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

2.20.5 Preemption

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

SECTION 3 - SERVICE CHARGES AND SURCHARGES

3.1 Service Order and Change Charges

3.1.1 General

	<u>Base Charge</u>	<u>Additional Charge</u>
Service Charge for Premises Visit	\$85.00/hour	ICB
Moves of Existing Service	NA	ICB
Record Order Change	\$50.00	NA

Notes:

1. Service Charges for Premises Visits apply to visits to the Customer's Premises by a Company employee, agent or contractor when the service difficulty or trouble report that initiated the visit results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
2. The Base Charge for Premises Visits is calculated on an hourly rate of \$85.00 per hour, with a two (2)-hour minimum, including travel time, during normal business hours (8:00am - 5:00pm local time, Monday through Friday). Additional charges will be based on the increment of a higher hourly rate that applies for each hour, or fraction thereof, that a Company employee, agent or contractor spends at the Customer's Premises outside of normal business hours, or during weekends or holidays. The two (2)-hour minimum, including travel time, at the higher hourly rate, applies to Premises Visits that begin before or after normal business hours and on weekends and holidays. The Customer will be provided a schedule of hourly rates that apply outside of normal business hours and during weekends and holidays.

SECTION 4 – EMERGENCY SERVICES

4.1 9-1-1 Emergency Service

4.1.1 General

9-1-1 Emergency Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.

9-1-1 Emergency Services include 9-1-1 Routing and Transfer Services which use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy 9-1-1 selective router) for call completion to the appropriate PSAP. 9-1-1 Emergency Services also provide services of call bridging and post call activity reporting.

9-1-1 Emergency Services include a data management and delivery service, 9-1-1 ALI Services.. 9-1-1 ALI Services provide PSAPs control over ALI data management and reporting. 9-1-1 ALI Services offer features such as “drill down” metric reporting capabilities for wireline, wireless, and VoIP 9-1-1 calls. The solution includes a web interface for data queries and MSAG management.

9-1-1 Emergency Services are offered subject to the availability of facilities. The Customer is the Governing Authority that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Customer Service Guide.

9-1-1 Emergency Services are only available under contract with a minimum term agreement of five (5) years.

4.1.2 9-1-1 Routing Service

9-1-1 Routing Service is a public safety grade, specialized managed network for processing 9-1-1 calls that allow the PSAP to accommodate new technologies while simultaneously enabling control over 9-1-1 call routing operations. 9-1-1 Routing Services utilizes a redundant, secure IP infrastructure. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. 9-1-1 Routing Service delivers emergency calls from both traditional and IP based networks.

9-1-1 Routing Service facilitates interoperability and allows for specialized management of different call types. The customer can designate, capture, and report on specific instructions for handling each call type.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.1 9-1-1 Emergency Service, (Cont'd.)

4.1.2 9-1-1 Routing Service, (Cont'd.)

Wireline: Supports traditional wireline emergency calls originating from an end office and/or enterprise private branch exchange (PBX) over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of VoIP emergency calls originating from a VoIP Service Provider.

4.1.3 9-1-1 Routing Service Features

A. Automatic Number Identification (ANI)

ANI is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by the Company's 9-1-1 Emergency Services and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

B. 9-1-1 Routing Options

Selective Routing

The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.1 9-1-1 Emergency Service, (Cont'd.)

4.1.3 9-1-1 Routing Service Features, (Cont'd.)

B. 9-1-1 Routing Options (Cont'd.)

Trunk Only Routing

Inbound trunks, typically from a given telecommunications carrier, can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

Default Routing

When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the E9-1-1 Selective Router data base, contains unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Abandonment Routing

If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to recovery locations.

C. 9-1-1 Transfer Options

Fixed Transfer

Fixed transfer is a feature which enables a PSAP call taker to transfer a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system which dials the appropriate code.

Selective Call Transfer

Selective Call Transfer is a feature enabling a PSAP call taker to transfer an incoming 9-1-1 call to another agency by dialing a pre-assigned speed dial code associated with police, fire or medical agencies or by use of a single button on an approved Customer telephone system which dials the appropriate code. The specific transfer destination is determined by the caller's originating location as specified by the ESN.

Manual Transfer

A PSAP call taker may transfer an incoming call manually by depressing the hook switch of the associated telephone or the "add" button on an approved Customer telephone system, and dialing either an appropriate seven or 10-digit telephone number.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.1 9-1-1 Emergency Service, (Cont'd.)

4.1.3 9-1-1 Routing Service Features, (Cont'd.)

C. 9-1-1 Transfer Options (Cont'd.)

Call Event Logging

The Call Event Logging feature delivers reporting information containing the ANI received from a 9-1-1 call, the identity of the incoming trunk the Selective Router received the call over, the identity of the outgoing PSAP trunk the call is terminated to, and the date and time the call was delivered to its target destination, transferred and/or disconnected.

4.1.4 9-1-1 ALI Service

A. MSAG Management

9-1-1 Emergency Service provides a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database.

B. MSAG Build Services

The Company facilitates creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) recommended standards.

C. English Language Translation (ELT) Management

ELT information provides the names of fire, EMS and police jurisdictions associated with each ESN so that it may be delivered with the ALI to the PSAPs at the time of the E9-1-1 call. The requests are validated for accuracy and either updated into the database, or referred back to the PSAP for resolution. Upon completion of the transaction, notification is provided to the Customer

D. ALI Record Management

ALI Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.1 9-1-1 Emergency Service, (Cont'd.)

4.1.4 9-1-1 ALI Service, (Cont'd.)

- E. ALI Database Updates
After processing and validating record updates, Company posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.
- F. ANI/ALI Discrepancy Resolution
An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. The Company will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution.
- G. Misroute Resolution
An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. The Company investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution.
- H. No Record Found (NRF) Resolution
An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. The Company will resolve or refer each NRF to the respective TSP for resolution.
- I. Local Number Portability (LNP) Processing
The Company supports LNP, which allows Customers to switch from one TSP to another without changing their phone numbers.
- J. ALI Delivery
ALIDelivery provides location information via the ALIData Access Connections to a PSAP during a 9-1-1 call.
- K. Data Support of Wireless and VoIP E9-1-1
The Company's database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.
- L. ALI Metrics Reporting
The Company provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.1 9-1-1 Emergency Service, (Cont'd.)

4.1.5 9-1-1 Exchange Access

A. 9-1-1 Exchange Access provides one way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

B. ALI Data Access Connections

ALIData Access Connections provide the PSAP network access to the ALI Database for ALI Delivery.

4.2 9-1-1 Emergency Service Rules & Regulations

4.2.1 The 9-1-1 Emergency Service Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.

4.2.2 9-1-1 Emergency Service is provided by the Company where facilities and operating conditions permit.

4.2.3 9-1-1 Emergency Service is not intended as a total replacement for the local telephone service of the various public safety agencies which may participate in the use of this service. The Customer may have to subscribe to additional Local Exchange Service for purposes of placing and receiving administrative and other types of calls.

4.2.4 Application for 9-1-1 Emergency Service must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.

4.2.5 9-1-1 Emergency Service is provided solely for the benefit of the Customer operating the PSAP as an aid in handling assistance calls in connection with fire, police and other emergencies. The provision of 9-1-1 Emergency Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or legal entity other than the Customer.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.2 9-1-1 Emergency Service Rules & Regulations, (Cont'd.)

- 4.2.6 The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.
- 4.2.7 The rates charged for 9-1-1 Emergency Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Customer shall make such operational tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.
- 4.2.8 The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- 4.2.9 The Customer must furnish the Company its agreement to the following terms and conditions.
- A. All 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.
 - B. The Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 - C. The Customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to their PSAP by calling parties.
 - D. The Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.2 9-1-1 Emergency Service Rules & Regulations, (Cont'd.)

4.2.10 When 9-1-1 ALI Services are provided, the Customer is responsible for:

Providing information regarding the jurisdictional boundaries associated with all involved public safety agencies. Supporting the creation of a master address file for use in validating user address information and application of appropriate jurisdictional responsibility. Defining the unique combinations of public safety agencies (police, fire, medical, etc) responsible for providing emergency response services in any specific geographic location.

4.2.11 When the 9-1-1 Routing Service is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted in 4.4.10.C. above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing Service.

4.2.12 After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.

4.2.13 The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of 9-1-1 ALI Service:

- A. Such information shall be used by the Customer solely for the purpose of aiding the Customer in identifying, updating and/or verifying the addresses of 9-1-1 callers within the Customer's serving areas in connection with the Customer's provision of emergency response services.
- B. Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
- C. Customer shall use due care in providing for the security and confidentiality of the information.
- D. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.2 9-1-1 Emergency Service Rules & Regulations, (Cont'd.)

- 4.2.14 Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) 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, and which arises 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, or (2) 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 9-1-1 Emergency Service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 9-1-1 Emergency Service hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this Customer Service Guide.
- 4.2.15 Nothing in this Customer Service Guide shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.3 9-1-1 Emergency Service Rates and Charges

	Nonrecurring Charge	Monthly Base Charge	Monthly Rate per Person per PSAP
9-1-1- Routing & ALI Management Services			
Tier I	\$50,000.00	\$900.00	\$0.1096
Tier II	\$50,000.00	\$900.00	\$0.0755
Tier III	\$50,000.00	\$900.00	\$0.0674
Tier IV	ICB	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	NA	ICB
ALI Data Access Connections	ICB	NA	ICB

Notes:

1. Tiers are based on the number of persons served per PSAP. Persons Served per PSAP is calculated by taking the county population as estimated by the U.S. Census Bureau and dividing by the number of PSAPs in the county. The number of persons served is subject to annual review and sizing using the most recent U.S. Census Bureau documents showing estimated Pennsylvania population by county; <http://www.census.gov/popest/counties/>.

Tier I: Less than 63,000 Population Served per PSAP
 Tier II: 63,000 to 156,000 Population Served per PSAP
 Tier III: 156,001 to 315,000 Population Served per PSAP
 Tier IV: Greater than 315,000 Population Served per PSAP

2. Rates shown are based on a five (5) year term.
3. ICB rates will be determined based upon unique service configuration requirements for each customer, including, but not limited to, non-recurring charge, monthly minimum, volume of new subscribers added during the year, and proximity of customer to company facilities.
4. Rates do not include additional charges that may apply for other Local Exchange Services under this Customer Service Guide or by other Local Exchange Carriers in connection with the provisioning of E911 service to the Customer.
5. 9-1-1 Routing Services and 9-1-1 ALI Services are provided as a package. Customer requests to obtain these services separately will be handled on an ICB basis.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.4 E9-1-1 Access Service

4.4.1 Description

E9-1-1 Access Service is an offering that enables the Customer to interconnect to Company's network at a Point of Interconnection (POI) for the delivery of Customer's end user 9-1-1 call to the appropriate PSAP.

4.4.2 General

- A. The terms, conditions and rates for E9-1-1 Interconnection Service described in this Customer Service Guide are applicable to Customers in the absence of an executed and validly effective interconnection agreement for similar services entered into with the Customer that is in effect prior to the effective date of this Customer Service Guide, or until such time as there is an executed and validly effective interconnection agreement between the parties.
- B. Where there is a conflict between this Customer Service Guide and a validly executed and effective interconnection agreement between the Customer and Company, the rates terms and conditions of such interconnection agreement shall control.
- C. Customer and Company will comply with all applicable federal, state and local E9-1-1 service performance rules, including required grade of service.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.4 E9-1-1 Access Service, (Cont'd.)

4.4.3 Interconnection Regulations

A. Network Arrangements

- i. Customer will provide a minimum of one DS1 transport facility to a minimum of two (2) geographically diverse POIs that are dedicated for termination of Customer's 9-1-1 calls to Company's network.
- ii. Customer will use Signaling System 7 ("SS7") protocol on DS0 interconnections at Company's POI. If Customer is unable to use SS7 protocol, another type of interconnection signaling will be considered on an individual basis and may incur additional Customer charges.
- iii. Customer is not permitted to deliver 9-1-1 calls to the Company's network that originate outside of Company's designated 9-1-1 serving area as defined by the Governing Authority, except as provided below:
 - a. Split Wire Center – Where Customer's wire center serves end users, some of whom are within Company's designated 9-1-1 serving area, and some of whom are within the designated serving area of another 9-1-1 Service Provider, and Customer does not have the technical capability to segregate 9-1-1 calls placed by end users within Company's serving areas and those calls placed by end user within the serving area of another 9-1-1 Service Provider, Company, Customer and the other the 9-1-1 Service Provider will coordinate with the affected Governing Authority(ies) to: (i) establish call handoff arrangements; (ii) establish which E9-1-1 Service Provider will be directly interconnected with the split wire center to segregate calls necessary for handoff to the other E9-1-1 Service Provider; and, (iii) establish which E9-1-1 Service Provider will receive call handoffs.
 - b. Customer is responsible for all costs associated with Split Wire Center call delivery that is described above, including costs incurred by Company to accommodate Split Wire Center call delivery from the Customer that must be delivered to another E9-1-1 Service Provider.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.4 E9-1-1 Access Service, (Cont'd.)

4.4.3 Interconnection Regulations, (Cont'd.)

- B. Dynamic ANI/ALI Arrangements
- i. If Customer provides its own Dynamic ANI/ALI arrangements, Customer must enter into a separate “Dynamic ANI/ALI Data and Steering Agreement” with Company that describes the terms, conditions and methodology required in order to interconnect Customer’s Dynamic ANI/ALI links to Company’s ALI system(s).
 - ii. If Customer uses a third party Dynamic ANI/ALI provider, such third party Dynamic ANI/ALI provider must enter into a separate “Dynamic ANI/ALI Data and Steering Agreement” with Company that describes the terms, conditions and methodology required for the third party Dynamic ANI/ALI provider to interconnect their respective Dynamic ANI/ALI links to Company’s ALI system(s).

4.4.4 Record Processing Regulations

- A. General
- i. Upon receiving Customer’s written request, Company will provide one (1) copy per year of the Governing Authority’s most current MSAG at no charge. Customer requests for additional copies may be subject to a charge.
 - ii. Company will make available daily MSAG updates for retrieval by Customer using Company’s MSAG process for MSAG updates. It is the responsibility of the Customer to provide MSAG-valid addresses on all Customer records submitted by Customer.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.4 E9-1-1 Access Service, (Cont'd.)

4.4.4 Record Processing Regulations, (Cont'd.)

- B. ANI/ALI delivery methods
 - i. Customer will provide to Company one (1) time per year, at no charge, an electronic file containing all active Customer end user records and/or Shell Records for comparison to the Customer information stored in the Company's ANI/ALI database.
 - ii. After initial load of Customer's end user records or Shell Records, Customer must update such records on a daily basis as changes warrant. Additions, deletions or changes must be submitted to Company within one (1) business day of service transaction.
 - iii. To facilitate E9-1-1 record processing and error resolution, Customer and Company will each provide the other contact information for their respective database administration organizations.
- C. Standard ANI/ALI Data Management
 - i. End user records provided by Customer must be delivered in a NENA compliant format.
 - ii. Company will return to the Customer all end user records that fail E9-1-1 processing. Customer will retrieve, correct and resubmit returned end user records failing E9-1-1 processing to Company within one (1) business day.
 - iii. Company will not charge Customer for end user record loading and E9-1-1 processing. Customer shall provide at no cost to Company Customer end user records and resubmitted end user records that were returned for corrections.
- D. Dynamic ANI/ALI Data Management
 - i. Customers using Dynamic ANI/ALI Call Delivery must obtain a sufficient quantity of pANIs to maintain a P.01 grade of service. Where possible, pANI assignments should be obtained in sequential blocks of numbers.
 - ii. Customers using Dynamic ANI/ALIE9-1-1 Call Delivery must obtain pANI assignments from pANI administration entities authorized through regulatory directives and industry-developed guidelines.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.4 E9-1-1 Access Service, (Cont'd.)

4.4.5 Customer Responsibilities

- A. Except as provided in Sections 4.4.2.A and 4.4.2.B, the E9-1-1 Access Service Customer responsibilities described in this section are in addition to all other applicable Customer responsibilities described in other sections of this Customer Service Guide.
- B. Customer will provide contact information for technical assistance that will be available on a 24 hour, 7 day a week, basis, to assist with emergency service call tracing and/or problem resolution.
- D. Customer will provide Company an Access Carrier Name Abbreviation (ACNA) and an Operating Company Number (OCN) when ordering E9-1-1 Interconnection Service.
- E. Customer will provide Company with the 11-character Common Language Location Identifier (CLLI) designation for each Customer's POP, or an E9-1-1 Facility CLLI Code.
- F. Customer will inform the Company Network Operations Center (NOC) of any E9-1-1 service-affecting network or data problem immediately upon detection of such problem by Customer, and shall fully cooperate with Company to resolve and correct such problems.
- G. Customer must respond within one (1) business day to Company inquiries sent to Customer for resolution of misrouted emergency calls.
- H. Company will establish point(s) of contact for activities involving rearrangement of facilities and/or activities affecting Customer's POI, or any changes involving NPA splits or Customer end user SOI data.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.4 E9-1-1 Access Service, (Cont'd.)

4.4.6 Company Responsibilities, (Cont'd.)

- A. Except as provided in Sections 4.4.2.A and 4.4.2.B, Company responsibilities described in this section are in addition to all other applicable Company responsibilities described in other sections of this Customer Service Guide.
- B. Company will provide Customer with the 11-character CLLI code for POI where Customer's transport facilities will be terminated on Company's network.
- C. Company will maintain diversity when terminating Customer trunks at Company's POI in order to eliminate single points of failure.
- D. Company will provide Customer with Company NOC contact information that is available on a 24-hour, 7-day a week basis to assist with trunk testing and/or resolution of problems on facilities between Customer POPs and Company POIs.
- E. Company will administer ALI steering tables for all Customers using Dynamic ANI/ALI call delivery.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.4 E9-1-1 Access Service, (Cont'd.)

4.4.7 E9-1-1 Access Service Rates and Charges

	Non-Recurring Charge	Monthly Recurring Charge
Access at Company POI		
Signaling System 7	No Charge	No Charge
Other	ICB	ICB
Annual Copy of MSAG		
Initial copy	No Charge	N/A*
Additional copies in same year		N/A
500,000 or fewer TNs** in Extracted Data Sets	\$500.00 per copy	N/A
500,001 to 1,000,000 TNs	\$700.00 per copy	N/A
1,000,001 to 2,000,000 TNs	\$900.00 per copy	N/A
More than 2,000,000 TNs	\$1,100.00 per copy	N/A

* Not Applicable

** Telephone Numbers

Notes:

1. If Customer is unable to use SS7 protocol, another type of interconnection signaling will be considered but may result in additional nonrecurring and/or monthly recurring charges depending on the unique circumstances of Customer and the type of signaling protocol requested.
2. Copies of the Government Authority's current MSAG beyond the initial copy, which is provided without charge, are subject to a nonrecurring charge per copy that is based on the number of Telephone Numbers (TNs) that are in the extracted data sets in the MSAG

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.5 E9-1-1 Transport Service

4.5.1 Description

E9-1-1 Transport Service permits Customers to use Company-provided transport facilities to deliver 9-1-1 calls placed by Customer's end users to Company's Selective Router for termination to the appropriate PSAP.

4.5.2. General

- A. The terms, conditions and rates for E9-1-1 Transport Service described in this Customer Service Guide are applicable to Customers in the absence of an executed and validly effective interconnection agreement for similar services entered into by Customer and Company that is in effect prior to the effective date of this Customer Service Guide, or until such time as there is an executed and validly effective interconnection agreement between the parties.
- B. Where there is a conflict between this Customer Service Guide and a validly executed and effective interconnection agreement between Customer and Company, the rates terms and conditions of such interconnection agreement shall control.
- C. E9-1-1 Transport Service is available to Customers using a third party to aggregate and/or transit and transport 9-1-1 calls placed by Customer's end users to a Company Meet-Point that is not physically located at a Company POI on Company's network.
- D. The delivery of Customer's end user 9-1-1 calls to a Company Meet-Point by a third party aggregator or transit provider constitutes Customer's acceptance of the terms, conditions and rates described in this Customer Service Guide.
- E. Customer and Company will comply with all applicable federal, state and local E9-1-1 service performance rules, including required grade of service.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.5 E9-1-1 Transport Service, (Cont'd.)

4.5.3 Regulations

- A. Customer shall ensure that the third party aggregator or transit provider delivering Customer's 9-1-1 traffic to Company's Meet-Point does not co-mingle Customer's wireline and wireless 9-1-1 traffic over a common trunk group.
- B. Company's liability, including but not limited to liability for personal injury, interruption of service, failure, errors, acts of omission or other liability of any kind related to the provision of E9-1-1 Transport Service shall be limited to the same extent as set forth elsewhere in this Customer Service Guide.
- C. Customer and Company will comply with all applicable federal, state and local E9-1-1 service performance rules, including required grades of service.

4.5.4 Customer Responsibilities

- A. Except as provided in Sections 4.7.2.A and 4.7.2.B, the E9-1-1 Transport Service Customer responsibilities described in this section are in addition to all other applicable Customer responsibilities described in other sections of this Customer Service Guide.
- B. Customers using E9-1-1 Transport Services will provide Company with sufficient information for Company to invoice/bill Customer for such service.
- C. Customer will provide contact information for technical assistance that will be available on a 24 hour, 7 day a week, basis, to assist with emergency service call tracing and/or problem resolution as necessary.
- D. Customer will inform the Company Network Operations Center (NOC) of any 9-1-1 service-affecting network or data problem immediately upon detection of such problem by Customer, and shall fully cooperate with Company to resolve and correct such problems.

SECTION 4 - EMERGENCY SERVICES, (CONT'D.)

4.5 E9-1-1 Transport Service, (Cont'd.)

4.5.5 Company Responsibilities

- A Except as provided in Sections 4.5.2.A and 4.5.2.B, Company responsibilities described in this section are in addition to all other applicable Company responsibilities described in other sections of this Customer Service Guide.
- B. Company will provide Customer with Company NOC contact information that is available on a 24-hour, 7-day a week basis to assist with trunk testing and/or resolution of problems on facilities between Customer POPs and Company POIs.

4.5.6 E9-1-1 Transport Service Rates and Charges

Nonrecurring Charge	Monthly Recurring Charge per DS0 (min. two DS0s)
\$150.00	\$35.00

Note 1: Nonrecurring charge applies to each order for Transport Service. Note 2: Minimum two DS0s applies to initial order for Transport Service.

SECTION 5.0 - SPECIAL SERVICES AND PROGRAMS

5.1 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

SECTION 6 - CONTRACT SERVICES

6.1 Special Contract Arrangements

Service shall be available to all similarly situated Customers following the initial offering to the first Customer as specified in each individual case basis arrangement.

6.2 Special Service Arrangements

6.2.1 If a Customer's requirements cannot be met by services included in this Customer Service Guide, or pricing for a service is shown in this Customer Service Guide as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's Customer Service Guides.

6.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

6.2.3 If and when a special service arrangement becomes a generic offering, the rate or rates will apply from the date of Customer Service Guide update.

SECTION 7 - SPECIAL ARRANGEMENTS

7.1 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.