Leaf: 1 Revision: 0 Superseding Revision:

TITLE SHEET

NEW YORK INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

XCHANGE TELECOM LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for intrastate interexchange telecommunications services provided by XCHANGE TELECOM LLC ("XCHANGE"), with principal offices at 3611 14th Ave., Suite 550, Brooklyn, New York 11218. This tariff applies for services furnished within the State of New York. This tariff is on file with the New York Public Service Commission, and copies may be inspected during normal business hours, at the Company's principal place of business.

This tariff supersedes in its entirety the prior PSC Tariff No. 1 filed April 4, 2002, and effective July 3, 2002, by Xchange's predecessor in interest Xchange Telecom Corp.

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CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

- 1. Concurring Carriers None
- 2. Connecting Carriers None
- 3. Other Participating Carriers Non

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TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 11 and 12 would be sheet 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current sheet version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13.
- 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.(a) 2.1.1.A.1.(a).I 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a).I.(i)

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SYMBOLS

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

- C To Signify Changed Regulation
- D Delete or Discontinue
- I Change Resulting In An Increase to A Customer's Bill
- M Moved from Another Tariff Location
- N New
- R Change Resulting In A Reduction to A Customer's Bill
- T Change in Text or Regulation But No Change In Rate or Charge

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

<u>Authorization Code</u> - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

<u>Commission</u> - Used throughout this tariff to mean the New York Public Service Commission.

<u>Company or XCHANGE</u> - Used throughout this tariff to mean XCHANGE TELECOM LLC, a Delaware Limited Liability Company.

<u>Customer</u> - The person, firm, corporation or other legal entity which orders the services of the Company, or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

<u>Dedicated Access</u> - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

<u>Prepaid Account</u> - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

<u>Prepaid Calling Card</u> - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

<u>Resp. Org</u> - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

<u>Telecom Unit</u> - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of New York.

<u>Switched Access</u> - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the company's point of presence.

<u>Telecommunications</u> - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

<u>Underlying Carrier</u> - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of New York. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

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- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use 24 hours per day, seven days per week.

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- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 In the absence of gross negligence or willful misconduct, the Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

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- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon twenty (20) calendar days' written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
 - 2.5.1.B For violation of any of the provisions of this tariff,
 - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
 - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company reserves the right to collect an advance payment from Customers in an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

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2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Except as specified in Section 2.13 below, interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the customer, as well as to all persons using the customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the customer. All calls placed using direct connect facilities, presubscribed exchange lines, or authorization codes will be billed to and must be paid by the customer. Recurring charges, deposits, and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

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2.10.4 In the case of the State of New York and its agencies, the City University of New York, the Facilities Development Corporation, and the State University Construction Fund, payment shall be due within forty-five days after receipt of a bill from the Company. In the event payment is not received by such date, interest may be applied to the amount due beginning on the day after the required payment date and ending in the date payment is actually received.

2.10.5 The rate of interest charged pursuant to Section 2.10.1 above shall be equal to the rate set by the state tax commission for corporate taxes pursuant to Section 1096(e)(l) of the tax law in effect on the date the interest payment is made.

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

In addition to all recurring, non-recurring, minimum, usage, or special charges, customer shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, gross earnings, and gross revenue taxes. All such taxes shall be separately shown and charged on bills rendered by Company.

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The State gross revenue and gross earnings surcharge shall be applied to all charges for recurring, non-recurring, minimum, usage, or special charges.

The applicable Gross Revenue Surcharge rates and MTA tax rates are shown on a statement which is attached to this tariff. Any changes to these rates will be filed on 15 days' notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of the change. Whenever the state levies a new tax on the Company's gross revenues, repeals of such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.

Sales, use, and excise taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee of \$20 for business customers, and \$10 for residential customers, will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Location of Service

The Company will provide service to Customers and their end users within the State of New York.

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2.16 Automatic number identification terms and conditions

A telephone corporation (TC) may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 1) The ANI recipient or its designated billing agent may use or transmit ANI information (ANI Info) 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.
- 2) 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 services previously purchased by the telephone subscriber from the ANI recipient.
- 3) 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 Info for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI info if prohibited elsewhere by law.
- 4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI Info 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.
- 5) Tcs must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- 6) Violation of any of the foregoing terms and conditions by any ANI recipient other than a TC shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the TC until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been 3 or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- 7) Violation of any of the foregoing terms and conditions by a TC may result in Commission prosecution of penalty and enforcement proceedings pursuant to Section 24,25&26 of Public Service Law.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be a fixed charge dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to the V&H Coordinate table contained in AT&T's FCC Tariff No. 10 which in incorporated herein by reference.

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- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.
- 3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be in writing or by telephone to the Company at:

3611 14th Ave., Suite 550 Brooklyn, New York 11204 (877) 853-3443

Any objections to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If notice of a dispute as to charges is not received in writing by the Company, within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer.

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If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

3.5 Service Offerings

3.5.1 1+ Dialing

The customer dials "1" plus ten digits or dials "101XXXX" followed by "1 + ten digits". This service permits Customers to originate calls via switched or dedicated access lines.

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the Customer can either call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

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A card will expire on the date indicated on the card, or if no date is specified, 6 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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SECTION 4 - RATES

4.1 Minimum and Maximum Rates

This tariff contains minimum and maximum rates pursuant to the New York State Public Service Commission's flexible pricing plan. Rates and service changes may be effective on one days notice to affected customers and to the Commission. Customers will have until the conclusion of the billing cycle for which the change in rate was effective to terminate service or decline to accept service at the new rate. If the customer so terminates service, recurring rate elements will be billed at the old rate for the remainder of the billing cycle in which the change is made. If the customer does not terminate service, rates for non-recurring elements will change as of the date specified by the Company. In all cases, all other rate elements, including usage and non-recurring charges, will change as of the date specified by the Company. Acceptance of service beyond the billing cycle in which the change occurred shall be deemed full acceptance by the customer of the new rate.

4.2 1 + Dialing

The Company will charge a flat rate per minute and a monthly service charge as follows:

Min.	Max.	
\$.05	\$.50	- rate per minute
\$1.00	\$10.00 - per month	service charge

4.3 Travel Cards

The Company will charge a flat rate per minute and a per call service charge as follows:

Min.	Max.
\$.05	\$1.00 - rate per minute
\$.05	\$1.00 - per call service charge

Leaf: 31 Revision: 0 Superseding Revision:

4.4 Toll-Free Service

The Company will charge a flat rate per minute and a monthly service charge per number as follows:

Min. Max.

\$.05 \$1.00 - rate per minute

\$1.00 \$25.00 - per month service charge per number

4.5 Prepaid Calling Cards

Company Prepaid Calling Cards are available in various Telecom Unit denominations.

Price Per Telecom Unit

Min. Max.

\$.01 \$1.00

Service charge per call

Min. Max.

\$.00 \$1.00

Leaf: 32 Revision: 0 Superseding Revision:

4.6 Rate Periods

Day: 8 a.m. - 5 p.m.*, Monday - Friday

Evening: 5 p.m. - 11 p.m.*, Sunday - Friday

Night: 11 p.m. - 8 a.m.*, All Days

Weekend: 8 a.m. - 11 p.m.*, Saturday Weekend: 8 a.m. - 5 p.m.*, Sunday

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

Leaf: 33 Revision: 0 Superseding Revision:

4.7 Directory Assistance Charges

A charge per number will be:

<u>Minimum</u> <u>Maximum</u>

\$0.10 \$2.00

In no event shall such charges exceed those charged by AT&T and Verizon.

4.8 Quarterly Payment Plan

The Company shall offer any residential customer, sixty-two years of age or older, a plan for payment on a quarterly basis of charges for service rendered, provided that such customer's average annual billing, as projected from at least one full year's experience as a customer of Company, or based on estimates of future use in the case of a new customer, is not more than \$150.

Leaf: 34 Revision: 0 Superseding Revision:

4.9 Payphone Dial Around Surcharge

A dial around surcharge of \$.30 per call will be added to any completed INTRAstate toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

Leaf: 35 Revision: 0 Superseding Revision:

SECTION 5 - DISCOUNTS SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

1. GENERAL

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

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

Leaf: 36
Revision: 0
Superseding Revision:

2. REGULATIONS

- 1. Obligation of eligible schools and libraries
 - a. Request for Service
- 1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- 2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
 - 3. Services requested will be used for educational purposes.
- 4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

2. Obligations of the Company

- a. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
 - c. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

Leaf: 37 Revision: 0 Superseding Revision:

3. DISCOUNTED RATES FOR SCHOOLS AND LIBRARIES

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

A. SERVICES ELIGIBLE FOR SCHOOLS AND LIBRARIES DISCOUNT

1. The Eligible Services List is published by the FCC in WC Docket No. 13-184. It is available at https://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx

B. SCHOOLS AND LIBRARIES DISCOUNT MATRIX

INCOME Measured by % of students	CATEGORY ONE (C1)		CATEGORY TWO (C2)	
eligible for the National School Lunch Program (NSLP)	URBAN Discount	RURAL Discount	URBAN Discount	RURAL Discount
Less than 1%	20%	25%	20%	25%
1% to 19%	40%	50%	40%	50%
20% to 34%	50%	60%	50%	60%
35% to 49%	60%	70%	60%	70%
50% to 74%	80%	80%	80%	80%
75% to 100%	90%	90%	85%	85%

Xchange Telecom LLC PSC Tariff No. 1 – Telephone

Revision: 0 Effective Date: October 4, 2018 Superseding Revision:

Leaf: 38

GENERAL RULES AND REGULATIONS.

HEALTH CARE PROVIDERS SUPPORT PROGRAM

1. GENERAL

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

2. **REGULATIONS**

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

Leaf: 39 Revision: 0 Superseding Revision:

- 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
- 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
- 4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
- 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

e. Responsibility of the Company

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

Effective Date: October 4, 2018 Superseding Revision:

Leaf: 40

Revision: 0

GENERAL RULES AND REGULATIONS. HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

3. <u>RATES AND CHARGES</u>

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

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

Leaf: 41 Revision: 0 Superseding Revision:

RATE SHEET

1+ Dialing

\$0.15 per minute

Calls are billed in one minute increments. A \$4.95 per month service charge applies.

Travel Cards

\$.15 per minute

Calls are billed in one minute increments. A \$.25 per call service charge applies.

Toll Free

\$0.15 per minute

Calls are billed in one minute increments. A \$10 per month per number service charge applies.

Leaf: 42 Revision: 0 Superseding Revision:

GROSS REVENUE TAX SURCHARGES

<u>Period</u> <u>Surcharge</u>

10/1/1998 3.3592% 1/1/2000+ 2.5641%

MTA TAX SURCHARGES

<u>Period</u> <u>Surcharge</u> 10/1/1998+ .5986%

Leaf: 1 Revision: 1 Effective Date: October 12, 2018 Superseding Revision: 0

XCHANGE TELECOM LLC

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

Applicable in New York State

This tariff supersedes in its entirety the prior PSC Tariff No. 2 filed May 3, 2004, and effective July 31, 2004, by Xchange's predecessor in interest Xchange Telecom Corp.

Xchange Telecom LLC

PSC Tariff No. 2 – Telephone

Revision: 1

Effective Date: October 12, 2018

Supercoding Povision: 0

Effective Date: October 12, 2018 Superseding Revision: 0

Contacting the Public Service Commission

In the case of a dispute between 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

Leaf: 3 Revision: 1 Superseding Revision: 0

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EXPLANATION OF NOTES

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

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Section 1 APPLICATION OF TARIFF

1.1 **Application of Tariff**

This Tariff sets forth the regulations and rates applicable to services provided by XCHANGE TELECOM LLC, as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of New York.

1.1.1 Service Territory

XCHANGE TELECOM LLC, will provide service throughout the State of New York.

1.1.2 Availability

Service is available where facilities permit.

Xchange Telecom LLC

PSC Tariff No. 2 – Telephone

Revision: 1

Effective Date: October 12, 2018

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Section 2 GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.2 Limitations on Liability

Indemnification by Customer a.

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

b. **Customer-Provided Equipment**

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

Effective Date: October 12, 2018

Superseding Revision: 0

Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.3 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

1) Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.5 Directory Errors (cont'd)

- 2) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3) Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
- 4) Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- 5) Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- 6) Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.3 FLEXIBLE PRICING

2.3.1 General

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

2.3.2 Conditions

- a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
 - c. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- d. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.4.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.2 Deposits (cont'd)

a. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.4 Return Check Charge

When the bank returns a check that has been presented to the Company by a customer in payment for charges, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

2.4.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
 - c. Late payment charges do not apply to final accounts.
- d. 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).

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.6 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 Charge.

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's overpayment was originally recorded to the customer's account by the Company.

2.5 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit. In the case of any inconsistency with the regulations in Part 609 of 16 NYCRR for installation service, the rules of the Commission shall prevail.

2.6 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 TELEPHONE SURCHARGES

2.7.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the customer's monthly bill statement as outlined in 2.7.2 and 2.7.3 below. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed on Statement 1, which is at the end of this section.

2.7.2 Surcharge For State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown on Statement 2, which is at the end of this section. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 TELEPHONE SURCHARGES (cont'd)

2.7.3 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies is listed on Statement 3 which is at the end of this section.

The surcharge statement shall be filed at least fifteen business days before the effective date. The effective date of the statement 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 statement. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

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

2.8 [RESERVED FOR FUTURE USE]

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE

2.9.1 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 between 8:00 AM and 7:30 PM, on Monday through Thursday, and between 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 1st.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.2 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 service which 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 Public Service Commission 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 as outlined in 2.11.12.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.3 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 Public Service Commission, 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.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.4 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,
- 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. See Section 2.11.7 regarding Deferred Payment Agreements, or
- 5. in the event that the Company can no longer offer the services or facilities due to lack of facilities available to Customer, or requires to replace such facilities with similar or different technology, and Customer does not allow Company to replace such facilities.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

- 2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)
 - 2.9.4 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 tariff 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.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

been terminated, and

- 2.9.4 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:
 - a. No charge shall apply for the period during which service had
 - b. 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.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

- 2.9.4 Termination For Cause Other Than Nonpayment (cont'd)
 - 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.

2.9.5 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.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.10.1 Application of Rates

nature;

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

- 1. In office buildings, stores, factories and all other places of a business
- 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
- 3. At any location when the listing or public advertising indicates a business or a profession;
- 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - 5. At any location where the customer resells or shares exchange service;
- b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.10.2 Telephone Number Changes

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

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

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

2.10.3 Deposits

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

2.10.4 Dishonored Checks

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

2.10.5 Termination of Liability

When a customer terminates service, or an aspect of that service to a particular address prior to the expiration of any term conditions then the customer is liable to the company for additional payments according to one of the following two schedules that the customer may choose:

- (1) The difference between the rate associated with the number of months the customer had access to the product and the agreed to rate times the number of months the product was in service ((New Rate Agreed Rate) X Number of Months In Service); or
- (2) The agreed to rate times the number of months remaining on the term agreement ((Agreed Rate X (Original Term Months In Service).

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.11.1 Application of Rates

Residential rates as described in Section 6 and shown in Attachment B apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.11.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.11 of this Tariff.

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

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.3 Deposits

a. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.4.2 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.3 Deposits (cont'd)

- b. Customers Exempt from Deposits
- 1. A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit. Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.
- 2. The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.3 Deposits (cont'd)

c. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company is entitled to service without payment of a deposit unless his or her records indicate a delinquency in payment or a termination of service for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.11.7 below.)

New deposits from a residential customer is reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential customer after l year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.11.4 Installment Billing for Nonrecurring Charges

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.4 Installment Billing For Nonrecurring Charges (cont'd)

Installment billing is subject to the following restrictions:

- Installment billing may be used only by residential customers; a.
- b. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- A customer may not pay a portion of the charges and then request installment c. billing for the remaining charges;
- d. More than one installment plan may be in effect for the same customer at the same time;
- If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- Installment billing payments will continue even when an account is temporarily g. suspended;
- No interest or carrying charges will be applied to the outstanding balance during h. the installment period.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.5 Adjusted Payment Schedule

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.11.6 Suspension or Termination for Nonpayment

- a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- b. After issuing the written notification in accordance with 2.9.1, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
- c. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- d. 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. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.7 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residential customer with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). The Company must offer an eligible customer a DPA in accordance with the Commission's order in Case 90-C-1148 issued on August 7, 1992. Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.8 Dishonored Checks

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

2.11.9 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

2.11.10 Suspension or Termination - Medical Emergencies

In the event of a medical emergency as defined in 16NYCRR, Sec. 609, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate as defined in 16NYCRR, Sec. 609, must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the customer will be able to defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.11 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (cont'd)

2.11.11 Suspension or Termination - Elderly, Blind or Disabled

An additional 20 days will be allowed before suspension or termination may occur when:

- a) the customer is known to or identified to the Company as being blind or disabled, as defined in 16NYCRR, Sec. 609, or
- b) the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

2.11.12 Backbilling for Residential Customers

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than six months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff 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 below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

2.12.1 Credit for Interruptions

- An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- For calculating credit allowances, every month is considered to have 30 days. 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.
- A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - i. if interruption continues for less than 24 hours:
- 1/30th of the monthly rate if it is the first interruption in the same a) billing period.
- 2/30ths of the monthly rate if there was a previous interruption of b) at least 24 hours in the same billing period.
 - ii. if interruption continues for more than 24 hours:
- if caused by storm, fire, flood or other condition out of a) Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.12.1 Credit for Interruptions (cont'd)

- (cont'd)
 - ii. (cont'd)

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

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

"Interruption" Defined e.

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.12.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- e) interruptions of service due to circumstances or causes beyond the control of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.13 AUTOMATIC NUMBER IDENTIFICATION

2.13.1 Regulations

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

- 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.
- 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.
- The ANI recipient or its designated billing agent is prohibited from utilizing ANI 3) 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.
- 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.
- Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.13 AUTOMATIC NUMBER IDENTIFICATION (cont'd)

2.13.1 Regulations (Cont'd)

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

2.13.2 Terms and Conditions

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

A. TELEPHONE SURCHARGES

Gross Revenue (Excise) Tax Surcharge (pursuant to N.Y. Tax L. § 186-e)

The Gross Revenue Tax Surcharge rates to be charged are as follows:

IntraLATA toll and Regional Calling - 2.8273%

All other Services - 2.9405%

Local & MCTD Utility Gross Revenue Taxes:

Tax District Surcharge

Locality Percentage

New York City 2.35%

Villages and other Cities - Not to exceed 1% except in Buffalo, Rochester and Yonkers, where the rate may not exceed 3%

Metropolitan Commuter Transportation Districts – an additional 0.595% Tax is added.

Franchise Tax Surcharge (pursuant to N.Y. Tax L. § 186-a)

The Franchise Tax Surcharge rates to be charged are as follows: State Franchise Tax Surcharge 0.375%

Local & MCTD Utility Franchise Taxes:

Metropolitan Commuter Transportation Districts – an additional 0.1275% Tax is added.

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Section 3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment.

3.1.2 Exceptions to the Charge

- No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- No charge applies for one change in the class of residence service, provided that b. the change is ordered within 90 days of the initial connection of the customer's exchange service.
- The Company may from time to time waive or reduce the charge as part of a c. promotion. See Section 5.2.

3.1.3 Rate per Line

<u>Min</u>	<u>Max</u>
\$0	\$150

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

Minimum:	Business \$ 5.00	Residence \$ 5.00
Maximum:	\$ 60.00	\$60.00

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Section 3 - CONNECTION CHARGES (cont'd)

3.3 MOVES, ADDS AND CHANGES

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

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

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

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

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

Residence Charge per: Move Add Change

Minimum: \$5.00 \$5.00 \$5.00 Maximum: \$60.00 \$60.00 \$60.00

Business Charge per: <u>Move</u> <u>Add</u> <u>Change</u>

Minimum: \$5.00 \$5.00 \$5.00 Maximum: \$60.00 \$60.00 \$60.00

In addition to the charges set forth in this Paragraph 3.3, a Record Order Charge and Service Order Charge will apply.

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Section 3 - CONNECTION CHARGES (cont'd)

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT

a) Trouble Isolation Charge

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

	<u>Minimum</u>	Maximum
Per Premises Visit, Residential:	\$10.00	\$150.00
Per Premises Visit, Business:	\$10.00	\$150.00
b) Customer Not I	Ready Charge <u>Minimum</u>	Maximum
Per Premises Visit, Residential:	\$10.00	\$100.00
Per Premises Visit, Business:	\$10.00	\$100.00

3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

> Minimum: \$ 0.00

> Maximum: \$ 5.00

3.6 RECORD ORDER CHARGE, PER ORDER

Minimum: \$ 0.00

Maximum: \$ 75.00

3.7 SERVICE ORDER CHARGE, PER ORDER

Minimum: \$ 0.00

Maximum: \$ 75.00 Xchange Telecom LLC
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Section 4 - REGIONAL TOLL USAGE AND MILEAGE CHARGES

4.1 GENERAL

4.1.1 Description

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

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

4.1.2 Classes of Calls

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

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

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Section 4 REGIONAL TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.2 TIMING OF CALLS

- 4.2.1 Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- 4.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 4.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 4.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 4.2.5 Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

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Section 4 - REGIONAL TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.3 <u>TIME PERIODS DEFINED</u>

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

- 4.3.1 Peak: 8:00 a.m. to, but not including, 7:00 p.m. Monday through Friday
- 4.3.2 Off-Peak: 7:00 p.m. to, but not including, 8:00 a.m. Sunday through Friday All day Saturday and Sunday All Holidays
- 4.3.3 Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day.
- 4.3.4 All times refer to local time.

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Section 4 - REGIONAL TOLL USAGE AND MILEAGE CHARGES (cont'd)

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4.4 REGULATIONS AND COMPUTATION OF MILEAGE

Unless otherwise indicated in this Tariff, calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

4.4.1 Originating Rate Center

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

4.4.2 Terminating Rate Center

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

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Section 4 - REGIONAL TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.4 REGULATIONS AND COMPUTATION OF MILEAGE (cont'd)

4.4.3 Calculation of Mileage

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

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

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

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Section 4 - REGIONAL TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.5 CALL CHARGES

Rates are based upon the originating and terminating region within the New York Metro LATA, time of day period (as defined in Section 4.3), and the length of call. Unless otherwise indicated in this tariff, the charge for the length of call is determined based upon an initial 60 second period, and additional increments of 6 seconds or fractions thereof.

In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

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

4.5.1 Usage Charges

Minimum:

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

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Section 4 - REGIONAL TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.5 CALL CHARGES (cont'd)

4.5.1 Usage Charges (cont'd) Maximum:

TO>	Nassau	NYC	Rockland	E.Suffolk	W.Suffolk	L.West	U.West	Gr/Byram
FROM								
Initial Nassau	HR	.15	.15	.15	.15	.15	.15	.15
Additional	HR	.15	.15	.15	.15	.15	.15	.15
Initial NYC	.15	HR	.15	.15	.15	.15	.15	.15
Additional	.15	HR	.15	.15	.15	.15	.15	.15
Initial Rockland	.15	.15	HR	.15	.15	.15	.15	.15
Additional	.15	.15	HR	.15	.15	.15	.15	.15
Initial E.Suffolk	.15	.15	.15	HR	.15	.15	.15	.15
Additional	.15	.15	.15	HR	.15	.15	.15	.15
Initial W.Suffolk	.15	.15	.15	.15	HR	.15	.15	.15
Additional	.15	.15	.15	.15	HR	.15	.15	.15
Initial L.West	.15	.15	.15	.15	.15	HR	.15	.15
Additional	.15	.15	.15	.15	.15	HR	.15	.15
Initial U.West	.15	.15	.15	.15	.15	.15	HR	.15
Additional	.15	.15	.15	.15	.15	.15	HR	.15
Initial Gr/Byram	.15	.15	.15	.15	.15	.15	.15	HR
Additional	.15	.15	.15	.15	.15	.15	.15	HR

First 60 seconds / additional per minute rate billed in six second increments (for example, the rate for a call 1 minute and six seconds in length is \$0.15 + (\$0.15/10) = \$0.15 + \$.015 = \$0.165 rounded to nearest cent equals (\$0.17). HR indicates a home region or local call.

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Section 4 - REGIONAL TOLL USAGE AND MILEAGE CHARGES (cont'd)

4.5 CALL CHARGES (cont'd)

4.5.2 Per Call Service Charges

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

	<u>Minimum</u>	<u>Maximum</u>
Customer Dialed Calling Card	\$0.10	\$3.50
Person to Person	\$0.10	\$4.00
3rd Number Billed	\$0.10	\$3.50
All other Operator Assistance	\$0.10	\$4.00

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Section 4 - REGIONAL TOLL USAGE AND MILEAGE CHARGES

Current Rates

4.5CALL CHARGES (cont'd)

4.5.3 Usage Charges

TO>	Nassau	NYC	Rockland	E.Suffolk	W.Suffolk	L.West	U.West	Gr/Byram
FROM								
Initial Nassau	HR	.06	.06	.06	.06	.06	.06	.06
Additional	HR	.06	.06	.06	.06	.06	.06	.06
Initial NYC	.06	HR	.06	.06	.06	.06	.06	.06
Additional	.06	HR	.06	.06	.06	.06	.06	.06
Initial Rockland	.06	.06	HR	.06	.06	.06	.06	.06
Additional	.06	.06	HR	.06	.06	.06	.06	.06
Initial E.Suffolk	.06	.06	.06	HR	.06	.06	.06	.06
Additional	.06	.06	.06	HR	.06	.06	.06	.06
Initial W.Suffolk	.06	.06	.06	.06	HR	.06	.06	.06
Additional	.06	.06	.06	.06	HR	.06	.06	.06
Initial L.West	.06	.06	.06	.06	.06	HR	.06	.06
Additional	.06	.06	.06	.06	.06	HR	.06	.06
Initial U.West	.06	.06	.06	.06	.06	.06	HR	.06
Additional	.06	.06	.06	.06	.06	.06	HR	.06
Initial Gr/Byram	.06	.06	.06	.06	.06	.06	.06	HR
Additional	.06	.06	.06	.06	.06	.06	.06	HR

Denotes first 60 seconds / additional per minute rate billed in six second increments. HR indicates a home region or local call.

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Section 5 - SUPPLEMENTAL SERVICES

5.1 CUSTOM CALLING SERVICE

5.1.1 General

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

5.1.2 Description of Features

a. Three Way Calling

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

b. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

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

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

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.1 CUSTOM CALLING SERVICE (cont'd)

5.1.2 Description of Features (cont'd)

b. Call Forwarding (cont'd)

Call Forwarding - Busy No Answer Combines both Call Forward Busy and Call Forward No Answer.

Call Waiting c.

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

Call Waiting ID Deluxe/ Call Waiting ID with Name

When the customer is on the phone, this version of Caller ID with Name works with Call Waiting to show you the number of the "waiting" call and the name of the calling party.

d. Distinctive Ring

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

Regular Multiline Hunting e.

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

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.1 CUSTOM CALLING SERVICE (cont'd)

5.1.2 Description of Features (cont'd)

f. Speed Dial

Speed Dial 8: This feature allows a customer to store up to 8 individual telephone numbers and to dial any of those numbers using one (1) digits.

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Speed Dial 30: This feature allows a customer to store up to 30 individual telephone numbers and to dial any of those numbers using one (1) or two (2) digits. Available in eight number (single digits) memory or thirty (30) number (two digits) memory.

g. Caller ID with Name

Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID records the name, number, date and time of each incoming call, including calls that are not answered by the Customer. It is the responsibility of the Customer to provide the necessary Customer premises equipment. Anonymous Call Rejection is included. It is the responsibility of the Customer to provide the necessary Customer premises equipment.

h. Call Return (*69)

Stores the number of the most recent incoming call (including unanswered incoming calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered calls.

i. Priority Call

This feature provides a distinctive signal to the called end user on calls from up to six pre-specified telephone numbers. The end user creates a screening list of telephone numbers in the telephone company network by dialing the activation code. This list can only be created from serving area telephone numbers. When a call arrives from one of the specified telephone numbers, the end user's telephone rings in a special way. If the called end user subscribes to Call Waiting and the call arrives while the line is busy, the Call Waiting tone exhibits the same special pattern.

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.1 CUSTOM CALLING SERVICE (cont'd)

Description of Features (cont'd) 5.1.2

j. Selective Forward

Select Forward allows you to transfer calls from up to six phone numbers to a location you select within you regional calling area. Only calls from numbers on your Select Forward list will be forwarded, any other calls will ring at your regular number. To use Select Forward, set up a list of the numbers to be forwarded. You can change the numbers on the list at any time. You can also turn the Select Forward service off temporarily without changing your list.

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k. Ultra Call Forward

The feature has the functionality of Call Forwarding Variable and enables the end user to remotely activate, deactivate or change the forward-to-number from any Touch-Tone or tone signaling telephone by dialing an 800 number. An added enhancement permits the end user to change his/her own personal identification number (PIN). Requires Call Forwarding Variable.

Standard Voicemail 1.

Access Voicemail is an economy service that provides customers with most of the features of an ILEC standard voice mail box but without message waiting indicator, stutter dial tone. Pager, Cell Phone or Email notification is available at no additional charge. In addition, a way. File can be generated and delivered to an email address designated to receive the voice messages.

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.1 CUSTOM CALLING SERVICE (cont'd)

5.1.3 Rates and Charges

.1 Monthly Rates

Maximum and minimum rates for this service are located in Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

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.2 **Connection Charges**

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

> Minimum: \$00.00 Maximum: \$20.00

.3 Trial Period

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

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.2 **CLASS SERVICES**

5.2.1 General

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

Leaf: 66

5.2.2 **Description of Features**

a. Caller ID

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

b. Repeat Dial/Busy Redial

Repeat Dial: Allows a Customer to automatically redial the last number dialed. The network periodically tests the busy/free status of the called line for up to thirty (30) minutes until both lines are found free and then redirects the call for the Customer. Once the busy line is free, the call is automatically redialed and the Customer is notified via a distinctive ring. The following types of calls cannot be automatically redialed:

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.2 CLASS SERVICES (cont'd)

- 5.2.2 Description of Features (cont'd)
 - b. Repeat Dial/Busy Redial (cont'd)

The following types of calls cannot be automatically redialed:

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

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.2 CLASS SERVICES (cont'd)

5.2.3 Rates and Charges

.1 Monthly Rates

Maximum and minimum rates for this service are located in Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

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.2 **Connection Charges**

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

> Minimum: \$0.00 Maximum: \$60.00

.3 Trial Period

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

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SECTION 5 - <u>SUPPLEMENTAL SERVICES (cont'd)</u>

5.3 RESERVED FOR FUTURE USE

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.4 SERVICE AND PROMOTIONAL TRIALS

5.4.1 General

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

5.4.2 Regulations

- a. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- b. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.4 SERVICE AND PROMOTIONAL TRIALS (cont'd)

5.4.2 Regulations (cont'd)

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

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

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.5 BUSY VERIFICATION AND INTERRUPT SERVICE

5.5.1 General

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

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5.5.2 Rate Application

- a. A Verification Charge will apply when:
 - 1. The operator verifies that the line is busy with a call in progress, or
 - 2. The operator verifies that the line is available for incoming calls.
- b. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- c. No charge will apply when the calling party advises that the call is from an official public emergency agency.

5.5.3 Rates

	<u>Minimum</u>	Maximum
Verification Charge, each request	\$ 1.00	\$5.00
Interrupt Charge, each request	\$ 1.00	\$5.00

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.6 TRAP CIRCUIT SERVICE

5.6.1 General

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

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5.6.2 Regulations

- a. This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.
- b. The customer shall be required to sign a written request for this service. By signing the request the customer shall release the Company from any liability, and the customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.
- c. The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.
- d. The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

5.6.3 Rates

Per request,

Minimum: \$ 1.00

Maximum: \$5.00

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.7 DIRECTORY ASSISTANCE SERVICE

5.7.1 General

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

5.7.2 Regulations

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

- a. Calls from coin telephones, including COCOTS.
- b. Requests for telephone numbers of non-published service.
- Requests in which the Directory Assistance operator provides an incorrect number. c. The customer must inform the Company of the error in order to receive credit.
- d. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 10 of this Tariff, up to a maximum of 50 requests per month.

5.7.3 Rates

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

Minimum: \$0.00

Maximum: \$2.00 Xchange Telecom LLC
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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

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5.8 LOCAL OPERATOR SERVICE

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station-to-station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate service), the usage charge is \$0.00. In addition to usage charges, an operator assistance charge applies to each call:

	Minimum	Maximum
Local Operator Assistance, per call:	\$0.00	\$1.00
Collect - Customer Dialed, per call:	\$0.50	\$1.50
Collect - Operator Dialed, per call	\$1.00	\$4.00
Bill to 3rd Party - Operator Dialed, per call:	\$1.00	\$4.00
Person to Person - Customer Dialed	\$1.00	\$4.00
Person to Peron - Operator Dialed	\$1.00	\$4.00
Call Completion:	\$0.50	\$1.50
5.9 STAND ALONE VOICE MAIL SERVICE		
(a) Per Individual Mail Address (up to 100 Mail Addresses)		Minimum
Maximum		
Non Recurring Charge	\$0.00	\$50.00
Recurring Charge	\$0.00	\$20.00
(b) Over 100 Mail Addresses	ICB	

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.10 BLOCKING SERVICE

5.10.1 General

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

- 900, 700 Blocking allows the subscriber to block all calls beginning with the 900 a. and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- 976 Central Office Code Blocking allows the subscriber to block placement of b. all calls to numbers with a 976 central office code (i.e. XXX-976-XXXX).
- c. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- d. Toll Restriction (1 + and 0 + Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.
 - Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- Toll Restriction Plus provides subscribers with Toll Restriction, as described in e. 1.d. of this Section, and blocking of 411 calls.
- f. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

5.10.2 Regulations

- .1 The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- .2 Blocking Service is available where equipment and facilities permit.

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.10 BLOCKING SERVICE, (cont'd)

5.10.3 Rates and Charges

.1 Recurring and Nonrecurring Charges

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

	Nonrecurring Charge	
	Minimum	Maximum
900 and 700 Blocking		
- Residential	\$0.00	\$5.00
- Business (up to 200 lines)	\$0.00	\$10.00
976 Central Office Code Blocking		
- Residential	\$0.00	\$5.00
- Business (up to 200 lines)	\$0.00	\$10.00

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

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.10 BLOCKING SERVICE, (cont'd)

- 5.10.3 Rates and Charges (cont'd)
 - .1 Recurring and Nonrecurring Charges (cont'd)

	Monthly Charges	
Third Number Billed and	<u>Minimum</u>	Maximum
Collect Call Restriction		
- Residential	\$0.00	\$5.00
- Business (up to 200 lines)	\$0.00	\$5.00
Toll Restriction		
- Residential	\$0.00	\$5.00
- Business (up to 200 lines)	\$0.00	\$5.00
Toll Restriction Plus		
- Residential	\$0.00	\$5.00
- Business (up to 200 lines)	\$0.00	\$10.00

- .2 Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.
- .3 Connection charges apply as specified in Section 3 of this tariff.

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.11 CUSTOMIZED NUMBER SERVICE

5.11.1 General

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

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- b. Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- c. The Company will not be responsible for the manner in which Customized Numbers are used for marketing purposes by the customer.
- d. When a new customer assumes an existing service which includes Customized Number Service, the new customer may keep the Customized Number, at the tariffed rate, with the written consent of the Company and the former customer.
- e. The Company reserves and retains the right:
 - 1. To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
 - 2. Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Tariff;
 - 3. To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
 - 4. The limitation of liability provisions of this tariff in Section 2.1.1 are applicable to Customized Number Service.

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.11 CUSTOMIZED NUMBER SERVICE (cont'd)

5.11.2 Conditions

- a. Charges for Customized Number Service apply when a customer:
 - 1. Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.

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

5.11.3 Rates

	<u>Minimum</u>	<u>Maximum</u>
Set-up Charges		
Residential Customer	\$0.00	\$20.00
Business Customer	\$0.00	\$100.00

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SECTION 5 - SUPPLEMENTAL SERVICES (cont'd)

5.12 CUSTOMER REQUESTED SERVICE SUSPENSIONS

- 5.12.1 At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.
- 5.12.2 The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension

Charge

- First Month or Partial Month

Regular Monthly Rate (no reduction)

- Each Additional Month

(up to the one year limit) 1/2 Regular Monthly Rate

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Section 6- RESIDENTIAL NETWORK SWITCHED SERVICES

6.1 **GENERAL**

- 6.1.1 Residential Network Switched Service provides a residential customer with a single, analog, voice-grade telecommunications connection to the Company's switching network which enables the customer to:
 - a) place and receive calls from other stations on the public switched telephone network;
 - b) access the Company's local, regional and toll calling service;
 - c) access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling;
 - access the service of providers of interexchange service. A customer may presubscribe to d) such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).
 - each access line can be used to place or receive one call at a time. Access lines are e) provided for connection to a single, customer-provided station set or facsimile machine.

6.1.2 Residential Rate Plans

The Company offers the following residential rate plans, described below:

Basic Residential Service Flat Rate Residential Service Tax Inclusive Flat Rate Residential Service Lifeline Residential Service Skywire, Metroline and HomeConnex Residential Service

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In addition, several feature packages and usage bundles are available.

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.1 GENERAL (cont'd)

6.1.3 Technical characteristics

Each residential service line has the following characteristics:

Terminal Interface: 2-wire Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

6.1.4 Waiver of Non-Published Directory Listing Charge for Victims of Domestic Violence

Upon request of a victim of domestic violence, as defined in §459-a of the Social Services Law, and upon receipt by Carrier from such person of a copy of an Order of Protection, other than a Temporary Order of Protection, for the benefit of such person, issued by a court of competent jurisdiction, Carrier shall waive the otherwise applicable charges for a non-published listing, for the duration of the applicable non-temporary Order of Protection. It shall be the obligation of any person requesting this waiver to inform the Carrier when the non-temporary Order of Protection ceases to be in force.

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 <u>SERVICE DESCRIPTION AND RATES</u>

6.2.1 Basic Residential Service Plan

6.2.1.1 Description

- (i) Basic residential service provides a standard network access line at a monthly recurring charge. No usage is included. All usage is charged on the Company's usage schedules, or obtained through a usage bundle.
- (ii) Service Order Charges as set forth in Section 3 of this tariff apply.
- (iii) A non-recurring Connection Charge as set forth in Section 3 of this Tariff applies.
- (iv) Custom Calling and CLASS features may be purchased individually or in packages.
- (v) Regional Toll calls including Operator Assisted Calls are charged at the rates set forth in §4 of this Tariff, unless obtained through a usage bundle.
- (vi) Intrastate, Interlata Toll calls, including Operator Assisted Calls, are charged at the rates set forth in Xchange Telecom LLC PSC Tariff No. 1 -Telephone, Section 4, unless obtained through a usage bundle.
- (vii) Directory assistance charges apply.
- (viii) All applicable surcharges, including End User Common Line, or EUCL, (also known as Subscriber Line Charge, or SLS), E-911, Gross Revenue/Excise Tax surcharge, Universal Service surcharge, Number Portability surcharge, and PICC, apply.

6.2.1.2 Rates

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection	\$1.00	\$60.00
Charge:		
Monthly Recurring Charges:		
- Each Service Line	\$1.00	\$50.00
- Voice Mail Option, per line	\$1.00	\$15.00

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTION AND RATES (Cont'd)

6.2.2 Flat Rate Residential Service Plan 6.2.2.1 Description

- (i) Flat Rate Residential service provides a standard network access line and up to 90 hours of local usage within the City of New York for a monthly recurring charge. Additional local usage is charged at \$.01 per minute.
- (ii) Service order Charges as set forth in Section 3 of this tariff apply.
- (iii) A non-recurring Connection Charge as set forth in Section 3 of this Tariff applies.
- (iv) Custom Calling and CLASS features may be purchased individually or in packages.
- (v) Regional Toll calls including Operator Assisted Calls are charged at the rates set forth in Section 4 of this tariff, unless obtained through a usage bundle.
- (vi) Intrastate, Interlata toll calls, including Operator Assisted Calls, are charged at the rates set forth in Xchange Telecom LLC PSC Tariff No. 1 Telephone, Section 4, unless obtained through a usage bundle.
- (vii) Directory assistance charges apply.
- (viii) All applicable surcharges including End User Common Line, or EUCL, (also known as Subscriber Line Charge, or SLC), E-911, Gross Revenue/Excise Tax surcharges, Universal Service surcharge, portability surcharge, and PICC apply.

6.2.2.2 Rates

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection	\$1.00	\$60.00
Charge:		
Monthly Recurring Charges:		
- Each Service Line	\$1.00	\$50.00
- Voice Mail Option, per line	\$1.00	\$15.00

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTION AND RATES (cont'd)

6.2.3 Features

6.2.3.1 The following features may be purchased individually or in packages by residential customers under any residential rate plan. The Customer will pay the feature/package recurring rate plus the monthly recurring rate for the access line:

Regular Multiline Hunting

Call Waiting

Three Way Calling

Caller ID with Name

Speed Dial 8

Call Waiting ID with Name

Call Forwarding

Anonymous Call Rejection

Call Forward Busy

Call Forward No Answer

Call Forward Busy/No Answer

Distinctive Ring

Speed Dial 30

Repeat Dial

Voicemail

Call Return (*69)

Selective Forwarding

Ultra Call Forward

Caller ID

Automatic Redial

6.2.3.2 Rates

	<u>Minimum</u>	<u>Maximum</u>
Individual Feature, per month	\$0	\$20.00
Package of any two features, per	\$0.50	\$20.00
month		
Package of any three features,	\$0.50	\$20.00
per month		

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTION AND RATES (Cont'd)

6.2.4 Usage Rates

6.2.4.1 Customer may obtain local (within New York City), regional, and inter LATA toll services (exclusive of operator services operator assisted calls) under an individual call schedule or under usage bundles. All call lengths are rounded up to next full minute.

6.2.4.1 Rates

1.	Basic Local Usage, within New York City, untimed, per call	Minimum \$0.01	Maximum \$1.00
2.	Local Usage (within New York City) Bundle, timed calls, for up to 90 hours per month of local usage, per month	\$1.00	\$20.00
	Local usage in excess of 90 hours per month, timed, per minute	\$0.005	\$.25

3. Xchange TotalTalk Service Plan

Includes standard network access line, and Local, Regional, Intrastate Toll and Interstate Toll Bundle, up to 90 hours aggregate use per month. Also includes all taxes and surcharges applicable to standard network access line and included usage up to 90 hours aggregate per month. Does not include any calls to Information Services Platforms, Conference Bridging Services, or Audio Programming or taxes and surcharges therein. Calls to such Services and Programs, plus applicable taxes and surcharges are charged on a per call basis at the below rates for usage applicable to usage beyond aggregate 90 hours per month

OnNet Customers, per month	\$10.00	\$75.00
OffNet Customers, per month	\$10.00	\$75.00
Usage beyond aggregate 90 hours per		
month:		
Local calls, per minute	\$0.005	\$.25
Regional calls, per minute	\$0.05	\$.25
Intrastate Toll calls, per minute	\$0.05	\$.25
Interstate Toll calls, per minute	\$0.05	\$.25

Applicable taxes and surcharges will be added to charges for usage beyond aggregate 90 hours per month, and to usage for categories not included in Bundle.

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.2 SERVICE DESCRIPTION AND RATES (Cont'd)

6.2.5 Residential Lifeline Service

(a) Description

Carrier will provide Basic and Flat Rate Lifeline Service to eligible customers as described below.

- (i) Basic service provides a standard network access line at a monthly recurring charge. No usage is included. All usage is charged on the company's usage schedules as set forth below, or customer may purchase any usage bundle described in §6.2.4. The federal subscriber line charge is waived.
- (ii) Flat Rate service provides a standard network access line and local usage within the Customer's Local Calling Area for a monthly recurring charge. All other usage is charged on the Company's usage schedules as set forth below, or customer may purchase any usage bundle described in §6.2.4.
- (iii) A non-recurring Connection Charge as set forth in Section 3 of this Tariff applies to Basic and Flat Rate Lifeline service, except that Connection Charges do not apply to change existing service to, from or within Lifeline service. For connection of new service Connection Charges apply.
- (iv) Custom Calling and CLASS features may be purchased for the monthly recurring charges set forth in §6.2.3.
- (v) Regional Toll calls including Operator Assisted Calls are charged at the rates set forth in §4 of this Tariff, or may be obtained as part of a usage bundle.

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Section 6 – <u>RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)</u>

- 6.2 SERVICE DESCRIPTION AND RATES (cont'd)
- 6.2.5 Residential Lifeline Service (cont'd)
- (a) Description (cont'd)
 - (vi) Intrastate, Interlata Toll calls, including Operator Assisted Calls, are charged at the rates set forth in Xchange Telecom LLC PSC Tariff No.
 1 Telephone, Section 4, or may be obtained as part of a usage bundle.
 - (vii) Unless otherwise specified in this tariff or by provision of law, all taxes and surcharges applicable to Residential Non-Lifeline Service will be applied to Lifeline customers.
 - (viii) For purposes of Residential Lifeline Service, the Local Calling Area for Customers shall be the same as set forth in the applicable Verizon New York PSC tariffs for Verizon customers in the same rate center as the Company's customer.

(b) Eligibility

Lifeline services are restricted to low income residential subscribers for a single exchange access line at the principal residence. To qualify for Lifeline services a subscriber must be certified as income eligible for benefits from at least one of the following Government Programs, or qualify based on their income being at or below 135% of the Federal Poverty Guidelines:

(N)

Low Income Home Energy Assistance Program (LIHEAP) *

National School Lunch Program (NSLP) *

Temporary Assistance to Needy Families (TANF)*

Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamps

Medicaid

Supplemental Security Income (SSI)

Federal Public Housing Assistance

Applicants are eligible for discounted Lifeline rates when they provide proof to the Company that they are certified as income eligible to receive one or more of the above benefits or are receiving one of the above benefits.

In addition, applicants are eligible for discounted Lifeline rates when approved to receive either a Veteran's Disability Pension or a Veteran's Pension or Survivors Benefit Programs. Applicants must provide proof to the Company that they are receiving one of these pensions.

* The programs with the asterisk are not eligible for support by the Federal Lifeline Program, but are eligible for support by the New York State Targeted Accessibility Fund.

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Section 6 – <u>RESIDENTIAL NETWORK SWITCHED SERVICES</u> (cont'd)

6.2 SERVICE DESCRIPTION AND RATES (cont'd)

6.2.5 Residential Lifeline Service (cont'd)

(b) Eligibility (cont'd)

In addition to meeting the qualifications provided above, in order to constitute a qualifying low-income customer, a customer must not already be receiving a Lifeline service, and there must not be anyone else in the subscriber's household subscribed to a Lifeline service.

The applicant must provide proof to the Company that he or she is certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or authorized representative of the customer, as designated by the New York State Department of Social Services and identified as so authorized on the customer's card for any of the above benefits.

If the Company can determine the Customer's eligibility by accessing one or more databases containing information regarding the Customer's or his or her household's income ("income databases"), or one or more databases containing information regarding enrollment in a qualifying assistance program ("eligibility databases"), the Company will access such income databases or eligibility databases

and determine whether the Customer qualifies for Lifeline. Otherwise, the Company will require documentation to be submitted along with the application, and the Company will review such documentation to ensure that it establishes the Customer's eligibility. Acceptable documentation of income eligibility includes:

The prior year's state, federal, or Tribal tax return;
Current income statement from an employer or paycheck stub;
A Social Security statement of benefits;
A Veterans Administration statement of benefits;
A retirement/pension statement of benefits;
An Unemployment/Workers' Compensation statement of benefit;
Federal or Tribal notice letter of participation in General Assistance; or
A divorce decree, child support award, or other official document containing income information.

If the Customer presents documentation of income that does not cover a full year, such as current pay stubs, the Customer must present the same type of documentation covering three consecutive months within the previous twelve months.

The Company will not retain copies of the documentation submitted, but will maintain records of the data source used to determine eligibility.

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Section 6 – <u>RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)</u>

- 6.2 SERVICE DESCRIPTION AND RATES (cont'd)
- 6.2.5 Residential Lifeline Service (cont'd)
- (b) Eligibility (cont'd)

The Customer must provide the following information:

The Customer's full name;

The Customer's full residential address;

Whether the Customer's residential address is permanent or temporary;

The Customer's billing address, if different from the Customer's residential address;

The Customer's date of birth:

The last four digits of the Customer's social security number,

or the Customer's Tribal identification number, if the Customer

is a member of a Tribal nation and does not have a social security number;

If the Customer is seeking to qualify for Lifeline under the program-based criteria, the name of the qualifying assistance program from which the Customer, his or her dependents, or his or her household receives benefits; and

If the Customer is seeking to qualify for Lifeline under the income-based criterion, the number of individuals in his or her household

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Section 6 – <u>RESIDENTIAL NETWORK SWITCHED SERVICES</u> (cont'd)

- 6.2 SERVICE DESCRIPTION AND RATES (cont'd)
- 6.2.5 Residential Lifeline Service (cont'd)
- (b) Eligibility (cont'd)

The Customer must certify, under penalty of perjury, that:

The Customer meets the income-based or program-based eligibility criteria for receiving Lifeline;

The Customer will notify the Company within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the Customer no longer meets the income-based or program-based criteria for receiving Lifeline support; the Customer is receiving more than one Lifeline benefit; or another member of the Customer's household is receiving a Lifeline

benefit. The Company will keep and maintain accurate records detailing the data source the Company used to determine a Customer's program-based eligibility or the documentation a Customer provided to demonstrate his or her eligibility for Lifeline. If the Customer moves to a new address, he or she will provide that new address to the Company within 30 days;

If the Customer provided a temporary residential address to the Company, he or she will be required to verify his or her temporary residential address every 90 days; The Customer's household will receive only one Lifeline service and, to the best of his or her knowledge, the Customer's household is not already receiving a Lifeline service.

The information contained in the Customer's certification form is true and correct to the best of his or her knowledge,

The Customer acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and

The Customer acknowledges that the Customer may be required to re-certify his or her continued eligibility for Lifeline at any time, and the Customer's failure to re-certify as to his or her continued eligibility will result in de-enrollment and the termination of the Customer's Lifeline benefits.

The Customer will be required to recertify eligibility annually.

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

- 6.2 SERVICE DESCRIPTION AND RATES (cont'd)
- 6.2.5 Residential Lifeline Service (cont'd)
- (b) Eligibility (cont'd)

The Lifeline services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company, with any required backup information. If the form is not returned, no further action is taken by the Company to establish eligibility. The Life Line discount is credited as of the service connection date.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with the New York State Office of Temporary Assistance (OTDA).

The Company, in coordination with OTDA, may use a computerized matching program to revalidate a customer's eligibility status for Lifeline service. If, after verification, a current Lifeline customer is identified as being ineligible, the customer will be notified in writing and required to provide proof of eligibility within thirty days. Upon failure to provide proof to the Company within the specified time period, the customer's service will be switched to comparable service at full rate. Basic Lifeline service will be switched to Message Rate service and Flat Rate Lifeline service will be switched to regular Flat Rate service. There will be no charge for a change in service.

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Section 6 – <u>RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)</u>

- 6.2 SERVICE DESCRIPTION AND RATES (cont'd)
- 6.2.5 Residential Lifeline Service (cont'd)
 - (c) Lifeline Recurring Rates

Monthly Recurring Charge

Basic Service Access Line (No Usage) \$1.00

Flat Rate \$9.20

(Consists of \$2 Access Line Charge and \$7.20 Usage Charge)

(d) Lifeline Usage Rates for local calls within Customer's Local Calling Area applicable to usage by Basic Lifeline customers:

Per call, untimed, \$.09

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

- 6.2 SERVICE DESCRIPTION AND RATES (cont'd)
- 6.2.5 Residential Lifeline Service (cont'd)
 - (e) De-enrollment
 - (1) De-enrollment generally. If the Company has a reasonable basis to believe that a Lifeline Customer no longer meets the criteria to be considered a qualifying low-income consumer, the Company will notify the subscriber of impending termination of his or her Lifeline service. Notification of impending termination will be sent in writing separate from the subscriber's monthly bill. The Customer will have 30–days following the date of the impending termination letter to demonstrate continued eligibility. The Company will de-enroll from the Lifeline program, and change the Customer calling package to the nearest equivalent full-price program, for any Customer who fails to demonstrate continued eligibility within the 30–day time period.
 - (2) De-enrollment for duplicative support. Upon notification by the Lifeline Administrator to the Company that a Customer is receiving Lifeline service from another eligible telecommunications carrier or that more than one member of a subscriber's household is receiving Lifeline service and therefore that the subscriber should be de-enrolled from participation in the Company's Lifeline program, the Company will de-enroll the Customer from participation in the Company's Lifeline program within five business days, and will change the Customer calling package to the nearest equivalent full-price program.

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

- 6.2 SERVICE DESCRIPTION AND RATES (cont'd)
- 6.2.5 Residential Lifeline Service (cont'd)
- (e) De-enrollment (cont'd)
 - (3) De-enrollment for non-usage. If a Lifeline Customer fails to use, for 60 consecutive days a Lifeline service that does not require the Company to assess or collect a monthly fee from its subscribers, the Company will provide the Customer 30 days' notice, using clear, easily understood language, that the Customer's failure to use the Lifeline service within the 30–day notice period will result in service termination for non-usage under this paragraph. If the Customer uses the Lifeline service within 30 days of the Company's providing such notice, the Company will not terminate the Customer's Lifeline service. Upon de-enrollment, the Company will change the Customer calling package to the nearest equivalent full-price program.
 - **(4)** De-enrollment for failure to re-certify. The Company will de-enroll a Lifeline subscriber who does not respond to the Company's attempts to obtain recertification of the Customer's continued eligibility as required by (b) above, who fails to provide the annual one-per-household re-certifications as required by (b) above; or who relies on a temporary address and fails to respond to the carrier's address re-certification attempts pursuant to b above. Prior to deenrolling a Customer under this paragraph, the Company will notify the Customer in writing separate from the Customer's monthly bill, if one is provided, that failure to respond to the re-certification request within 30 days of the date of the request will trigger de-enrollment. If a Customer does not respond to the Company's notice of impending de-enrollment, the Company will deenroll the Customer from Lifeline within five business days after the expiration of the Customer's time to respond to the re-certification efforts. Upon deenrollment, the Company will change the Customer calling package to the nearest equivalent full-price program.

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.3 Flat Rate Tax Inclusive Packages

- 6.3.1 BigTalk Plans
 - 6.3.1.1 Description
 - (i) The BigTalk Plans provide customers with standard network access line and calling packages and several state-of-the-art features, for one monthly recurring charge that includes all surcharges, fees and taxes on the line portion and included usage and features. It does not include any calls to Information Services Platforms, Conference Bridging, Services, or Audio Programming or taxes and surcharges therein. Calls to such Services and Programs, plus applicable taxes and surcharges, are charged on a per call basis at the below rates for usage applicable to usage beyond aggregate 90 hours per month. Usage and features are included as set forth below:
 - (ii) As used below, local calling area shall be the same as the local calling area for a customer of Verizon New York in the same location as Carrier's customer. Regional calls shall include calls which would be defined for customers of Verizon New York in the same location as Carrier's customer, as downstate interregional calls.

6.3.1.2 Features

- (i) Anonymous Call Rejection with Caller ID
- (ii) Call Waiting
- (iii) Call Waiting ID w/ Name
- (iv) Three Way Calling
- (v) Unlimited *66 (Repeat Dial)
- (vi) Unlimited *69 (Call Return)
- (vii) Commportal. The comm portal feature provides the customer with a secure web portal where the customer can access voicemail, change features and take care of other account tasks.
- (viii) Voicemail

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

- 6.3 Flat Rate Tax Inclusive Packages (cont'd)
- 6.3.1 BigTalk Plans (cont'd)

6.3.1.3 Packages

- (i) BigTalk Local. BigTalk Local provides up to 90 hours of monthly calling in the local calling area of the Customer. Regional, Intrastate-interlata and Interstate Toll calls, including operator Assisted Calls, are charged at the rates set forth in §4 of this Tariff.
- (ii) BigTalk Metro BigTalk Metro provides up to 90 hours of monthly calling in the local and regional calling area of the Customer. Intrastate and Interstate Toll calls, including operator Assisted Calls, are charged at the rates set forth in §4 of this Tariff.
- (iii) BigTalk USA BigTalk USA provides up to 90 hours of monthly calling in the Continental USA. Operator Assisted Calls are charged at the rates set forth in §4 of this Tariff.
- (iv) Service Order Charges as set forth in Section 3 of this tariff apply.
- (v) · A non-recurring Connection Charge as set forth in Section 3 of this Tariff applies.
- (vi) Custom Calling and CLASS features not included in the package may be purchased individually or in packages.
- (vii) Intrastate, Interlata Toll calls, including Operator Assisted Calls, are charged at the rates set forth in Xchange Telecom LLC PSC Tariff No. 1 -Telephone, Section 4, unless obtained through a usage bundle.
- (viii) Directory assistance charges apply.
- (ix) All applicable surcharges, including End User Common Line, or EUCL, (also known as Subscriber Line Charge, or SLC), E-911, Gross Revenue/Excise Tax surcharge, Universal Service surcharge, Number Portability surcharge, and PICC, apply, and are included in the price of the package set forth below.

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

6.3	Flat Rate Tax Inclusive Packages (cont'd)	
6.3.1	BigTalk Plans (cont'd)	
	6.3.1.4 Pricing	
	(i) BigTalk Local	(I)
	Non-Lifeline \$53.79 (includes all taxes and fees)	(I)
	(ii) BigTalk Metro:	
	Non-Lifeline \$54.79 (includes all taxes and fees)	(I)
	(iii) BigTalk USA:	
	Non-Lifeline \$59.79 (includes all taxes and fees)	(I)
	(vi) An additional \$5.00 tax inclusive fee applies for off-net customers	
	(vii) A discount of \$20.30 will be applied to Customers that are eligible and	(N)
	apply for Lifeline services on their BigTalk Plan. The discount is reflected in the	(N)
	Lifeline price as listed above. Eligibility and application	(N)

6.3.1.5 Usage

Usage beyond aggregate 90 hours per month:

process for lifeline is as set forth in 6.2.5 above.

Local calls, per minute \$.099

Regional Calls, per minute \$.099

Intrastate interLATA toll, per minute \$.069

Interstate toll, per minute \$.045

Applicable taxes and surcharges will be added to charges for usage beyond aggregate 90 hours per month, and to usage and features for categories not included in Bundle.

(N)

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

- 6.3 Flat Rate Tax Inclusive Packages (cont'd)
 - 6.3.2 Talk Plans
 - 6.3.2.1 Description. The Talk Plans provide customers with standard network access line and calling packages and several features, for one monthly recurring charge that includes all fees and taxes. It does not include any calls to Information Services Platforms, Conference Bridging, Services, or Audio Programming or taxes and surcharges therein. Calls to such Services and Programs, plus applicable taxes and surcharges are charged on a per call basis at the below rates for usage applicable to usage beyond aggregate 90 hours per month. Usage and features are included as set forth below.
 - (i) As used below, local calling area shall be the same as the local calling area for a customer of Verizon New York in the same location as Carrier's customer. Regional calls shall include calls which would be defined for customers of Verizon New York in the same location as Carrier's customer, as downstate interregional calls.
 - 6.3.2.2 Features
 - (i) Anonymous Call Rejection w/ ID
 - (ii) Call Forwarding
 - (iii) Unlimited *69 (Call Return)
 - (iv) Call Waiting
 - (v) Call Waiting ID w/ Name
 - (vi) Three Way Calling
 - (vii) Unlimited *66 Repeat Dial
 - (viii) Voicemail

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

- 6.3 Flat Rate Tax Inclusive Packages (cont'd)
- 6.3.2 Talk Plans (cont'd)
 - 6.3.2.3 Packages
- (i) CityTalk. CityTalk provides up to 45 hours of monthly calling in the local calling area of the Customer, plus 200 regional minutes. Regional, Intrastate-interlata and Interstate Toll calls, including operator Assisted Calls, are charged at the rates set forth in §4 of this Tariff.
- (ii) MetroTalk. MetroTalk provides up to 45 hours of monthly calling in the local and regional calling area of the Customer. Intrastate-interlata and Interstate Toll calls, including operator Assisted Calls, are charged at the rates set forth in §4 of this Tariff.
- (iii) NationTalk- NationTalk provides up to 45 hours of monthly calling in the Continental USA. Operator Assisted Calls, are charged at the rates set forth in §4 of this Tariff.
- (iv) Service Order Charges as set forth in Section 3 of this tariff apply.
- (v) A non-recurring Connection Charge as set forth in Section 3 of this Tariff applies.
- (vi) Custom Calling and CLASS features not included in the package may be purchased individually or in packages.
- (vii) Intrastate, Interlata Toll calls, including Operator Assisted Calls, are charged at the rates set forth in Xchange Telecom LLC PSC Tariff No. 1 Telephone, Section 4, unless obtained through a usage bundle.
- (viii) Directory assistance charges apply.
- (ix) All applicable surcharges, including End User Common Line, or EUCL, (also known as Subscriber Line Charge, or SLS), E-911, Gross Revenue/Excise Tax surcharge, Universal Service surcharge, Number Portability surcharge, and PICC, apply, and are included in the price of the package set forth below.

Xchange Telecom LLCLeaf: 102PSC Tariff No. 2 – TelephoneRevision: 2Effective Date: March 15, 2021Superseding Revision: 1

Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

- 6.3 Flat Rate Tax Inclusive Packages (cont'd)
- 6.3.2 Talk Plans (cont'd)
 - 6.3.2.4 Pricing
- (i) CityTalk: Non-Lifeline \$46.49 (includes all taxes and fees) (I)
- (ii) MetroTalk: Non-Lifeline \$51.49 (includes all taxes and fees) (I)
- (iii) NationTalk:
- Non-Lifeline \$57.99 (includes all taxes and fees)

 (iv) An additional \$5.00 tax inclusive fee applies for off-net customers (vii) A discount of \$20.30 will be applied to Customers that are (N) eligible and apply for Lifeline services on their Talk Plan. The discount is reflected in the Lifeline price as listed above.

 (N) Eligibility and application process for lifeline is as set forth in (N) 6.2.5 above.

 (N)
- 6.3.2.5 Usage

Usage beyond aggregate 45 hours per month:

Local calls, per minute \$.099 Regional Calls, per minute \$.099 Intrastate interLATA toll, per minute \$.069 Interstate toll, per minute \$.045

Applicable taxes and surcharges will be added to charges for usage beyond aggregate 90 hours per month, and to usage and features for categories not included in Bundle.

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Section 6 – RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

Flat Rate Tax Inclusive Packages (cont'd)

6.3.3 Skywire, Metroline and HomeConnex Residential Service

- 6.3.3.1 <u>Description</u>. The Skywire, Metroline and HomeConnex Residential Service Plans provide customers with a standard network access line, calling packages and several features, for one monthly recurring charge that includes all fees and taxes. These service plans permit customers to utilize traditional customer premises equipment connected to traditional RJ45 wall jacks in each customer's residence, which are connected by copper wiring to an in-building cross-connect block that is connected via copper wiring to an on-site aggregation point for transport over the Company's fixed point-to-point wireless network to other points in the Company's network and the public switched telephone network. The service plans do not include any calls to Information Services Platforms, Conference Bridging, Services, or Audio Programming or taxes and surcharges therein. Calls to such Services and Programs, plus applicable taxes and surcharges, are charged on a per call basis at the below rates for usage applicable to usage beyond aggregate 90 hours per month. Usage and features are included as set forth below.
 - (i) As used below, local calling area shall be the same as the local calling area for a customer of Verizon New York in the same location as Company's customer. Regional calls shall include calls which would be defined for customers of Verizon New York in the same location as Company's customer, as downstate interregional calls.
 - (ii) Pricing is based on the zip code where the service is offered, and is only offered in a building that is connected to the Company's fixed point-to-point wireless network.

6.3.3.2 Features

- (i) Anonymous Call Rejection w/ ID
- (ii) Call Forwarding
- (iii) Unlimited *69 (Call Return)
- (iv) Call Waiting
- (v) Call Waiting ID w/ Name
- (vi) Three Way Calling
- (vii) Unlimited *66 Repeat Dial
- (viii) Voicemail

6.3.3.3 Packages

- (i) Unlimited USA- Unlimited USA provides up to 45 hours of monthly calling in the Continental USA. Operator Assisted Calls, are charged at the rates set forth in Section 5 of this Tariff.
- (ii) Service Order Charges as set forth in Section 3 of this tariff apply.
- (iii) Custom Calling and CLASS features not included in the package may be purchased individually or in packages.
- (iv) Intrastate, interLATA Toll calls, including Operator Assisted Calls, are charged at the rates set forth in Xchange Telecom LLC PSC Tariff No. 1 Telephone, Section 4, unless obtained through a usage bundle.
- (v) Directory assistance charges apply.
- (vi) All applicable surcharges, including End User Common Line, or EUCL,(also known as Subscriber Line Charge, or SLS), E-911, Gross Revenue/Excise Tax surcharge, Universal Service surcharge, Number Portability surcharge, and PICC, apply, and are included in the price of the package set forth in Section 12.11 below.
- * Entire leaf is New (N)

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES

7.1 **GENERAL**

Business Liberty Plan* and Business Empire Plan Service * is a local exchange service for business customers consisting of a local exchange line for a monthly recurring charge and measured usage rate. Calling features are available with the local exchange service for an additional monthly recurring charge per feature.

- a) receive calls from other stations on the public switched telephone network;
- access the Company's local calling service; b)
- access the Company's operators and business office for service related assistance; c) access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

The NationTalk for Business Plans provide customers with standard network access line and calling packages and several features, for one monthly recurring charge that includes all fees and taxes. It does not include any calls to Information Services Platforms, Conference Bridging, Services, or Audio Programming or taxes and surcharges therein. Calls to such Services and Programs, plus applicable taxes and surcharges are charged on a per call basis at the below rates for usage applicable to usage beyond aggregate 90 hours per month. Usage and features are included as set forth below. (N)

(i) As used below, local calling area shall be the same as the local calling area for a customer of Verizon New York in the same location as Carrier's customer. Regional calls shall include calls which would be defined for customers of Verizon New York in the same location as Carrier's customer, as downstate interregional calls. (N)

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 2 apply to all service on a one-time basis unless waived pursuant to this Tariff.

^{*} Effective January 1, 2024, these plans will be retired, and all customers will be migrated to the Nationtalk for Business plans.

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Effective Date: January 1, 2024

Superseding Revision: 1

Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 <u>SERVICE DESCRIPTIONS AND RATES</u>

The following Business Access Service Options are offered:

Business Empire Plan * (D) Business Liberty Plan * (D) Flat Rate "NationTalk for Business" (N)

The Business Empire Plan and Liberty Plan delivers one or multiple switch voice grade analog lines / POTS lines to a Business Customer at a measured rate. (D)

The Business Empire Plan is available in all areas except LATA 132. Business Liberty Plan is available only in LATA 132. (D)

All business service plans may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

* Effective January 1, 2024, these plans will be retired, and all customers will be migrated to the Nationtalk for Business plans.

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Effective Date: January 1, 2024

Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

Business Empire Plan (D) * 7.2.1

.1 General

Business Empire Plan Service provides a customer with a one or more analog, voicegrade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is charged on a measured usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop start

Dual Tone Multifrequency (DTMF) Pulse Types:

Directionality: Two-Way, In-Only, or Out-Only, at the

option of the customer

^{*} Effective January 1, 2024, these plans will be retired, and all customers will be migrated to the Nationtalk for Business plans.

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2.1 Business Empire Plan (cont'd) (D)

SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2

.1 Recurring and Nonrecurring Charges

Charges for each measured rate line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	Minimum	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$110.00
Monthly Recurring Charges: Each Base Service Line Per Minute Rate \$0.01	\$1.00 \$0.2	\$25.00 20
Custom Calling Features: (per line, per mon Each feature	th) \$1.00	\$15.00
CLASS Features (per line, per month) Each feature	\$1.00	\$15.00

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.2 Business Liberty Plan *

.1 General

Business Liberty Plan Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is charged on a measured usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop start

Pulse Types: Dual Tone Multifrequency (DTMF)

Directionality: Two-Way, In-Only, or Out-Only, at the

option of the customer

^{*} Effective January 1, 2024, these plans will be retired, and all customers will be migrated to the Nationtalk for Business plans.

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.2 Business Liberty Plan (cont'd) (D)

.1 Recurring and Nonrecurring Charges

Charges for each measured rate line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	Minimum	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$110.00
Monthly Recurring Charges: Each Base Service Line Per Minute Rate \$0.01	\$1.00 \$	\$25.00 50.20
Custom Calling Features: (per line, per mon Each feature	\$1.00	\$15.00

CLASS Features (per line, per month) Each feature \$1.00 \$15.00

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BUSINESS NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.3 Business Nationatalk Plan

7.2.3.1 The Talk Plans provide business customers with standard network access line and calling packages and several features, for one monthly recurring charge that includes all fees and taxes. It does not include any calls to Information Services Platforms, Conference Bridging, Services, or Audio Programming or taxes and surcharges therein. Calls to such Services and Programs, plus applicable taxes and surcharges are charged on a per call basis at the below rates for usage applicable to usage beyond aggregate 90 hours per month. Usage and features are included as set forth below.

7.2.3.2 Features

- (a) Anonymous Call Rejection w/ ID
- (b) Call Forwarding
- (c) Unlimited *69 (Call Return)
- (d) Call Waiting
- (e) Call Waiting ID w/ Name
- (f) Three Way Calling
- (g) Unlimited *66 Repeat Dial
- (h) Voicemail

7.2.3.3 Packages

NationTalk- NationTalk provides up to 45 hours of monthly calling in the Continental USA. Operator Assisted Calls, are charged at the rates set forth in §4 of this Tariff.

- (a) Service Order Charges as set forth in Section 3 of this tariff apply.
- (b) A non-recurring Connection Charge as set forth in Section 3 of this Tariff applies.
- (c) Custom Calling and CLASS features not included in the package may be purchased individually or in packages.
- (d) Intrastate, Interlata Toll calls, including Operator Assisted Calls, are charged at the rates set forth in Xchange Telecom LLC PSC Tariff No. 1 -Telephone, Section 4, unless obtained through a usage bundle.
- (e) Directory assistance charges apply.
- (f) All applicable surcharges, including End User Common Line, or EUCL, (also known as Subscriber Line Charge, or SLS), E-911, Gross Revenue/Excise Tax surcharge, Universal Service surcharge, Number Portability surcharge, and PICC, apply, and are included in the price of the package set forth below.

7.2.3.4 Pricing

NationTalk: \$63.00 (includes all taxes and fees)

An additional \$5.00 tax inclusive fee applies for off-net customers

7.2.3.5 Usage

Usage beyond aggregate 45 hours per month:

Local calls, per minute \$.099

Regional Calls, per minute \$.099

Intrastate interLATA toll, per minute \$.069

Interstate toll, per minute \$.045

Applicable taxes and surcharges will be added to charges for usage beyond aggregate 90 hours per month, and to usage and features for categories not included in Bundle

^{*} Entire contents of page is new

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Section 7 – SPECIAL SERVICES AND PROGRAMS

7.1 LIFELINE TELEPHONE SERVICE

Rates, Terms and Conditions for Residential Lifeline Service are set forth in Section 6.2.5 of this Tariff.

7.2 LINKUP AMERICA

Rates, Terms and Conditions for Link Up America, which governs Non Recurring Service Connection Charges for Residential Lifeline Service, are set forth in Section 6.2.5 of this Tariff.

SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER 7.3

- As required by Section 92-a of New York State Public Service Law, the Company will 7.3.1 provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.
- 7.3.2 A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of New York.
- 7.3.3 The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- 7.3.4 The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 7.3.5 The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

7.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

7.4.1 General

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

7.4.2 Certification

Acceptable certifications are:

- 1. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of New York, or
- 2. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

Qualification 7.4.3

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

7.4.4 **Billing**

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

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

7.5 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.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

7.6 NEW YORK RELAY SERVICE

7.6.1 General

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

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7.6.2 Regulations

- a. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- Calls through the Relay Service may be billed to a third number only if that number c. is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.6 NEW YORK RELAY SERVICE (cont'd)

8.6.2 Regulations (cont'd)

- d. The following calls may not be placed through the Relay Service:
 - 1. calls to informational recordings and group bridging service:

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- 2. calls to time or weather recorded messages;
- 3. station sent paid calls from coin telephones; and
- 4. operator-handled conference service and other teleconference calls.

7.6.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

7.7 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS

7.7.1 General

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

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7.7.2 Rates

Within the Company's Territory:

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

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

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

7.7.3 Qualification

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

- .1 "Legally Blind" those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.
- .2 "Physically Handicapped" those who are certified by competent authority as unable to read or use ordinary printed materials as result of physical limitations.
- .3 Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or non-coin telephone. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.7 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS (cont'd)

7.7.4 Billing Authorization

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

- 1. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
- 2. Another party may agree to accept responsibility for payment of charges incurred through use of the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

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

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

7.8 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

7.8.1 General

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

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

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.8 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

7.8.2 Regulations

- 1. Obligation of eligible schools and libraries
 - a. Requests for service
 - 1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

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- 2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
 - 3. Services requested will be used for educational purposes.
- 4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

2. Obligations of the Company

- a. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.
- b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- c. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.8 SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

7.8.3 Discounted Rates for Schools and Libraries

- 1. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- 2. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- 3. The discount rate is based on each school or libraries level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- 4. The discount matrix appears below.

A. SERVICES ELIGIBLE FOR SCHOOLS AND LIBRARIES DISCOUNT

1. The Eligible Services List is published by the FCC in WC Docket No. 13-184. It is available at https://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx

B. SCHOOLS AND LIBRARIES DISCOUNT MATRIX

INCOME Measured by % of students	CATEGORY ONE (C1)		CATEGORY TWO (C2)	
eligible for the National School		RURAL	URBAN	RURAL
Lunch Program (NSLP)	Discount	Discount	Discount	Discount
Less than 1%	20%	25%	20%	25%
1% to 19%	40%	50%	40%	50%
20% to 34%	50%	60%	50%	60%
35% to 49%	60%	70%	60%	70%
50% to 74%	80%	80%	80%	80%
75% to 100%	90%	90%	85%	85%

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

7.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM

7.9.1 General

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

7.9.2 Regulations

- a. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- b. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- c. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM

- 8.9.2. Regulations (Cont'd)
 - d. Responsibility of eligible health care providers (Cont'd)
 - Rural health care providers and consortia shall 1. participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
 - 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 - 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 - A health care provider that cannot obtain toll free access to an Internet Service Provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
 - 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

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

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.9 HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

7.9.3 Rates and Charges

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

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

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

7.10 <u>EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING</u> - TELECOMMUNICATIONS SERVICE PRIORITY

7.10.1 General

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

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

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

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

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.10 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

7.10.2 TSP Request Process – Restoration

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

- a. determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - 1. National Security Leadership
 - 2. National Security Posture and U.S. Population Attack Warning
 - 3. Public Health, Safety, and Maintenance of Law and Order
 - 4. Public Welfare and Maintenance of National Economic Posture
- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (http://tsp.ncs.gov/).
- d. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (http://tsp.ncs.gov/), for information on identifying a sponsor for TSP requests.
- e. Submit the SF 315 to the OPT.
- f. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.10 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

7.10.3 TSP Request Process – Provisioning

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

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.
- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

7.10.4 Responsibilities of the End-User

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

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

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.10 EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (cont'd)

7.10.5 Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OPT.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- f. Confirm completion of TSP service order activity to the OPT.
- g. Participate in reconciliation of TSP information at the request of the OPT.
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- j. assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

7.10.6 Preemption

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

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

7.11 CRITICAL FACILITIES ADMINISTRATION SERVICE

7.11.1 Program Overview

- a. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.
- b. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

7.11.2 Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

- a. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- b. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

CRITICAL FACILITIES ADMINISTRATION SERVICE (cont'd) 8.11

7.11.3 Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- b. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- c. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
- d. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
- e. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

Rates

Rates for CFA are based upon the time required to collect the circuit path data.

The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service.

Minimum Maximum Per Hour \$75.00 \$150.00

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Section 8 - SPECIAL ARRANGEMENTS

8.1 SPECIAL CONSTRUCTION

8.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- non-recurring charges; a)
- b) recurring charges;
- termination liabilities; or c)
- d) combinations of (a), (b), and (c).

8.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- I. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - equipment and materials provided or used;
 - engineering, labor, and supervision; b)
 - transportation; and c)
 - d) rights of way and/or any required easements.
- II. Cost of maintenance.
- III. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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SECTION 9 - SPECIAL ARRANGEMENTS (cont'd)

9.1 SPECIAL CONSTRUCTION (cont'd)

- 9.1.2 Basis for Cost Computation (cont'd)
 - IV. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
 - V. License preparation, processing, and related fees.
 - VI. Tariff preparation, processing and related fees.
 - VII. Any other identifiable costs related to the facilities provided; or
 - VIII. An amount for return and contingencies.

8.1.3 Termination Liability

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

- 8.1.3.1 The period on which the termination liability is based is the estimated service life of the facilities provided.
- 8.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

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SECTION 9 - SPECIAL ARRANGEMENTS (cont'd)

9.1 SPECIAL CONSTRUCTION (cont'd)

9.1.3 Termination Liability (cont'd)

9.1.3.2 (cont'd)

- 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements;
- 2. license preparation, processing, and related fees;
- 3. tariff preparation, processing and related fees;
- 4. cost of removal and restoration, where appropriate; and
- 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- 8.1.3.3 The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.2 preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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SECTION 9 - SPECIAL ARRANGEMENTS (cont'd)

8.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion 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.

8.3 <u>INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS</u>

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the customer's premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits
- 5) Length of the agreement

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Section 9-LOCAL CALLING AREAS & RATE CENTERS

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Local Calling Areas mirror those defined in the tariffs of New York Telephone Company d/b/a Bell Atlantic with the exception of LATA 132.

The Local Calling Areas for LATA 132 are the Home Region areas for LATA 132 as defined by New York Telephone d/b/a Bell Atlantic. Calls terminating outside the Home Region are rated as long distance calls.

LOCAL CALLING AREAS & RATE CENTERS

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

BUSINESS RESIDENCE

Measured Rate Bundled Rate

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Section 10 - EXPLANATION OF TERMS

AGENCY

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

ALTERNATE ROUTING ("AR")

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

ANALOG

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

APARTMENTS

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

ASCII

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

ASYNCHRONOUS

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

AUTHORIZED USER

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

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SECTION 11 - EXPLANATION OF TERMS (cont'd)

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION ("ALI")

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

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

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

BIT

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

BUILDING

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

CALL INITIATION

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

CALL TERMINATION

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

Leaf: 136 Revision: 1 Effective Date: October 12, 2018 Superseding Revision: 0

SECTION 11 - EXPLANATION OF TERMS (cont'd)

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE

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

CHANNEL

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

CHANNEL CONVERSION

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

CHANNEL SERVICE UNIT ("CSU")

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

COLLEGE

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

COMMUNICATIONS SYSTEMS

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

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SECTION 11 - EXPLANATION OF TERMS (cont'd)

COMPANY

XCHANGE TELECOM LLC, unless otherwise clearly indicated from the context.

COMMISSION

The New York State Public Service Commission.

CUSTOMER

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

CUSTOMER PREMISES EQUIPMENT (CPE)

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

DEFAULT ROUTING ("DR")

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

DEMARCATION POINT

The physical dividing point between the Company's network and the customer.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

Leaf: 138 Revision: 1 Effective Date: October 12, 2018 Superseding Revision: 0

SECTION 11 - EXPLANATION OF TERMS (cont'd)

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL

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

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

EMERGENCY SERVICE NUMBER ("ESN")

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

E911 SERVICE AREA

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

E911 CUSTOMER

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

ERROR

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

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SECTION 11 - EXPLANATION OF TERMS (cont'd)

EXCHANGE

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

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

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

FINAL ACCOUNT

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

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

GROUND START

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

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SECTION 11 - EXPLANATION OF TERMS (cont'd)

HANDICAPPED PERSON

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

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

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

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

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

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

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

HOSPITAL

An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

HOTEL

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

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SECTION 11 - EXPLANATION OF TERMS (cont'd)

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INCOMING SERVICE GROUP

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

INTERFACE

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

INTEROFFICE MILEAGE

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

INTERRUPTION

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

JOINT USER

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

KILOBIT

One thousand bits.

LATA

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

LINK

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

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SECTION 11 - EXPLANATION OF TERMS (cont'd)

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LEASED CHANNEL

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

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

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

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

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

LOOPS

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

MEGABIT

One million bits.

MESSAGE RATE SERVICE

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

MOVE

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

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Superseding Revision: 0

SECTION 11 - EXPLANATION OF TERMS (cont'd)

MULTI-FREQUENCY ("MF")

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

MULTILINE HUNT

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

NETWORK CONTROL SIGNALING

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

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

NODE

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

OFF-NET CUSTOMER

A customer whose network access line is provisioned by Carrier through resale of a combined loop and port obtained from the incumbent local exchange telephone company.

ON-NET CUSTOMER

A customer whose network access line is provisioned by Carrier through an Unbundled Network Element Loop obtained from the incumbent local exchange telephone company, or by another direct connection between Company and customer.

PBX

A private branch exchange.

PORT

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

PREMISES

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

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SECTION 11 - EXPLANATION OF TERMS (cont'd)

PRIVATE BRANCH EXCHANGE SERVICE

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

PUBLIC ACCESS LINE SERVICE

Service providing facilities for a customer owned coin operated telephone ("COCOT").

PUBLIC SAFETY ANSWERING POINT ("PSAP")

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

RATE CENTER

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

REFERRAL PERIOD

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

RESALE OF SERVICE

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

SAME PREMISES

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

PSC Tariff No. 2 – Telephone Effective Date: October 12, 2018

Revision: 1 Superseding Revision: 0

Leaf: 145

SECTION 11 - EXPLANATION OF TERMS (cont'd)

SELECTIVE ROUTING ("SR")

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

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SHARING

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

STATION

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

SUSPENSION

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

SYNCHRONOUS

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

T-1 SYSTEM

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

TELEPHONE CALL

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

TELEPHONE GRADE LINES

Lines furnished for voice transmission or for certain signaling purposes.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

Leaf: 146 Revision: 1 Effective Date: October 12, 2018 Superseding Revision: 0

SECTION 11 - EXPLANATION OF TERMS (cont'd)

TIE LINE

A dedicated line connecting two switchboards or dial systems.

TOLL CALL

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

TONE DIAL SIGNALING ("TD")

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

TWO WAY

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

USER

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

Xchange Telecom LLC

PSC Tariff No. 2 – Telephone

Revision: 1

Effective Date: October 12, 2018

Leaf: 147

Revision: 1

Superseding Revision: 0

Section 11 - BILLING AND COLLECTION SERVICES

11.1.1 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Telephone Company.

BNA Service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Telephone Company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) for data communications services is furnished on a manual basis only.

Xchange Telecom LLC

PSC Tariff No. 2 – Telephone

Revision: 1

Effective Date: October 12, 2018

Superseding Revision: 0

12.1 Billing Name and Address Service

11.1.2 Undertaking of the Telephone Company

- (A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Telephone Company. The Telephone Company will provide the response by first class U.S. Mail within ten (10) business days.
- (B) Upon receipt of a magnetic tape of recorded customer messages, the Telephone Company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to Recording Service, may be the output from that service. The Telephone Company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Telephone Company will provide a response to customerprovided tapes by mail within six (6) business days of receipt. The Telephone Company will process and mail tapes which are the output of Recording Service every fifth business day.

- (C) The Telephone Company will specify the format in which requests and tapes are to be submitted.
- (D) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Telephone Company records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Telephone Company will provide an indicator on the confidential records.
- (E) The Telephone Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message originated.

Xchange Telecom LLC

PSC Tariff No. 2 – Telephone

Revision: 1

Effective Date: October 12, 2018

Superseding Revision: 0

12.1 Billing Name and Address Service (Cont'd)

11.1.3 Obligations of the Customer

- (A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- (B) A customer which orders BNA Service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Telephone Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- (C) The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the Telephone Company in accordance with Telephone Company's procedures concerning confidential information. The Telephone Company will provide to the customer a statement of its procedures concerning confidential information.
- (D) The customer shall not publicize or represent to others that the Telephone Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA service.
- (E) When the customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Telephone Company. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100 projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

This whole number percentage will be used by the Telephone Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Telephone Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

Xchange Telecom LLC

PSC Tariff No. 2 – Telephone

Revision: 1

Effective Date: October 12, 2018

Leaf: 150

Revision: 1

Superseding Revision: 0

12.1 Billing Name and Address Service (Cont'd)

12.1.3 Obligations of the Customer (Cont'd)

(E) (Cont'd)

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

(F) The Telephone Company shall use reasonable efforts to provide accurate and complete lists. The Telephone Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

11.1.4 Rate Regulations

- (A) Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a Master BNA List for a customer.
- (B) A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The Telephone Company will keep a count of the requests and of the messages processed. The Telephone Company will bill the customer in accordance with these counts whether or not the Telephone Company was able to provide BNA information for all requests and messages. Xchange Telecom LLCLeaf: 151PSC Tariff No. 2 – TelephoneRevision: 1Effective Date: October 12, 2018Superseding Revision: 0

12.1 Billing Name and Address Service (Cont'd)

12.1.4 Rate Regulations (Cont'd)

(C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate section, following, apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Telephone Company between interstate and intrastate.

The percentages provided in the reports as set forth in 12.1.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e. requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

(D) When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

(E) Rates:

Service Establishment Charge \$1,000

Query Charge per Telephone Number \$ 0.10

Xchange Telecom LLCLeaf: 152PSC Tariff No. 2 – TelephoneRevision: 0Effective Date: October 12, 2018Superseding Revision:

Section 12 **CURRENT RATES** 12.1 CONNECTION CHARGES SERVICE CONNECTION CHARGES 12.1.1 Line Connection Charge Residence (per Line) \$125.00 Business (per Line) \$125.00 Feature Change Charge Residence (per Line) \$15.00 Business (per Line) \$15.00 PIC Change Charge Residence (per Line) \$5.00 Business (per Line) \$5.00 12.1.2 RESTORAL CHARGE Residence (per Line) \$40.00 Business (per Line or Trunk) \$40.00 12.1.3 MOVES, ADDS AND CHANGES Residence Install Order Charge - Per Order \$125.00 Residence Record Order Charge - Per Order \$45.00 Residence Service Order Charge - Per Order \$45.00 Business Install Order Charge - Per Order \$125.00 Business Record Order Charge - Per Order \$45.00 Business Service Order Charge - Per Order \$45.00 12.1.4 CHARGES ASSOCIATED WITH PREMISES VISIT 12.1.4.1 Technician Dispatch Charge Residence (per Line) \$125.00 Business (per Line) \$125.00 12.1.4.2 Customer Not Ready Charge Residence (per Line) \$85.00 Business (per Line) \$85.00 12.1.4.3 Inside Wire Maintenance and Installation a) Inside Wire Installation Charge (Per Hour) \$75.00 b) Flat Jack Installation Charge Per order, per premises 1st Jack \$75.00 Each Additional \$60.00 c) Inside Wire Maintenance - Silver Residence (per Line) \$5.00 Business (per Line) \$5.00 d) Inside Wire Maintenance - Gold Residence (per Line) \$10.00 Business (per Line) \$10.00 12.1.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE Residence (per Line) \$0.50 Business (per Line) \$4.31

Xchange Telecom LLC PSC Tariff No. 2 – Telephone Effective Date: October 12, 2018 Leaf: 153
Revision: 0
Superseding Revision:

CURRENT RATES (cont'd)

12.2 <u>REGIONAL CALL PLAN RATES</u>

TO>	Nassau	NYC	Rockland	E.Suffolk	W.Suffolk	L.West	U.West	Gr/Byram
FROM								
Initial Nassau	HR	.15	.15	.15	.15	.15	.15	.15
Additional	HR	.15	.15	.15	.15	.15	.15	.15
Initial NYC	.15	HR	.15	.15	.15	.15	.15	.15
Additional	.15	HR	.15	.15	.15	.15	.15	.15
Initial Rockland	.15	.15	HR	.15	.15	.15	.15	.15
Additional	.15	.15	HR	.15	.15	.15	.15	.15
Initial E.Suffolk	.15	.15	.15	HR	.15	.15	.15	.15
Additional	.15	.15	.15	HR	.15	.15	.15	.15
Initial W.Suffolk	.15	.15	.15	.15	HR	.15	.15	.15
Additional	.15	.15	.15	.15	HR	.15	.15	.15
Initial L.West	.15	.15	.15	.15	.15	HR	.15	.15
Additional	.15	.15	.15	.15	.15	HR	.15	.15
Initial U.West	.15	.15	.15	.15	.15	.15	HR	.15
Additional	.15	.15	.15	.15	.15	.15	HR	.15
Initial Gr/Byram	.15	.15	.15	.15	.15	.15	.15	HR
Additional	.15	.15	.15	.15	.15	.15	.15	HR

First 60 seconds / additional per minute rate billed in six second increments (for example, the rate for a call 1 minute and six seconds in length is \$0.15 + (\$0.15/10) = \$0.15 + \$.015 = \$0.165 rounded to nearest cent equals (\$0.17). HR indicates a home region or local call.

12.2.1 Per Call Service Charges

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

	Maximum
Customer Dialed Calling Card	\$3.00
Person to Person	\$3.75
3rd Number Billed	\$3.00
All other Operator Assistance	\$3.75

Xchange Telecom LLC

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Effective Date: October 12, 2018

Leaf: 154

Revision: 0

Superseding Revision:

CURRENT RATES (cont'd)

12.3 CLASS SERVICES

12.3.1 Monthly Rates

Descriptions for this service are located in Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

12.3.2 Connection Charges \$60.00

12.4 BUSY VERIFICATION AND INTERRUPT SERVICE

Verification Charge, each request	\$2.50
Interrupt Charge, each request	\$3.50

12.5 NATIONAL DIRECTORY ASSISTANCE SERVICE

Per query, \$1.25

12.6 LOCAL OPERATOR SERVICE

Business	Residential
\$0.85	\$0.85
\$1.00	\$1.00
\$2.50	\$2.50
\$2.50	\$2.50
\$3.50	\$3.50
\$3.50	\$3.50
\$1.00	\$1.00
	\$0.85 \$1.00 \$2.50 \$2.50 \$3.50 \$3.50

12.7 STAND ALONE VOICEMAIL SERVICE

Per Individual Mail Address (up to I 00 Mail Addresses):

	<u>Residence</u>	<u>Business</u>
Nonrecurring Connection	\$20.19	\$20.19
Charge:		
Monthly Recurring Charges:		
- Each Service Line	\$6.95	\$12.95
- Voice Mail Option, per line	\$6.95	\$12.95

Over 100 Mail Addresses: Individual Case Basis

Xchange Telecom LLCLeaf: 155PSC Tariff No. 2 – TelephoneRevision: 1Effective Date: Nov 22, 2018Superseding Revision: 0

CURRENT RATES (cont'd)

12.8 BLOCKING SERVICE

	Nonrecurring Charge
900 and 700 Blocking	
- Residential	\$0.00
- Business (up to 200 lines)	\$0.00
900, 976 and 700 Blocking	(C)
- Residential	\$0.00
- Business (up to 200 lines)	\$0.00

Recurring Charge

Domestic & International Long Distance Restriction	
- Residential	\$5.25
- Business (up to 200 lines)	\$5.25
Local Toll Restriction	
- Residential	\$5.25
- Business (up to 200 lines)	\$5.25
Full Restriction	
- Residential	\$5.25
- Business (up to 200 lines)	\$5.25

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

Connection charges apply as specified in Section 3 of this tariff.

12.9 CUSTOMIZED NUMBER SERVICE

Set-up Charges

Residential Customer Reserved for future use Business Customer Reserved for future use

12.10 <u>LISTING SERVICES</u>

Description	Cross Reference	Effective Rate
Residential Non- Published Listing		\$2.95
Residential Additional Listing		\$2.95
Business Non- Published Listing		\$5.00
Residential Additional Listing		\$6.99

CURRENT RATES (cont'd)

		CURRENT RATES (CO	mi a)		
12.11 Reside	ential Rates				
Service (per m	onth)	Cross Reference	Effectiv	ve Rate	
Basic Residenti	al Service Plan,	6.2.1.2	\$15.80		
Flat Rate Reside	ential Service Plan	6.2.2.2	\$23.00		
Lifelin	e plans receive a discount o	f \$20.30			
BigTalk Plans		6.3.1.4			
BigTal	k Local		\$61.29	(I)	
	k Metro		\$62.29	(I)	
BigTal	k USA		\$66.79	(I)	
	Surcharge		\$5.00		
Lifelin	e plans receive a discount o	f \$20.30			
Talk Plans		6.3.2.4			
CityTalk			\$53.99	(I)	
MetroTalk			\$58.99	(I)	
Nation	Talk		\$64.99	(I)	
Offnet Surcharge			\$5.00		
Lifelin	e plans receive a discount o	f \$20.30			
Skywire, Metroline and HomeConnex Resid		dential Service			(N)
Unlimi	ted USA:		_		
	Borough Park, Brooklyn	\$44.99			
	Williamsburg, Brooklyn	\$44.99			
	Rockland County, NY	\$49.99			

Monroe, NY \$44.99

Second lines are 14.99. Third lines and above are 9.99. Lifeline plans receive a discount of \$20.30 (N)

All prices above include all taxes and fees (N)

Features	6.2.3.2	
	Regular Multiline Hunting	\$4.95
	Call Waiting	\$8.76
	Three Way Calling	\$3.19
	Caller ID with Name	\$7.13
	Speed Dial 8	\$4.67
	Call Waiting ID with Name Call Forwarding	\$5.63
	Anonymous Call Rejection	\$4.67
	Call Forward Busy	\$3.38
	Call Forward No Answer	\$2.95
	Call Forward Busy/No Answer	\$2.95
	Distinctive Ring	\$2.95
	Speed Dial 30	\$3.94
	Repeat Dial	\$4.80
	Voicemail	\$3.38
	Call Return (*69)	\$4.67
	Selective Forwarding	\$2.95
	Ultra Call Forward	\$3.03
	Caller ID	\$5.25
	Automatic Redial	\$2.95
		\$4.50
Feature Packages	s, per month	
Package of 2		\$9.99
Package of 3		\$13.99

Xchange Telecom LLC Leaf: 156.1 PSC Tariff No. 2 – Telephone Revision: 0 Effective Date: April 15, 2023 12.12 Residential Usage Local usage within New York City, untimed, per call \$0.09 (M) Local Usage within New York City Bundle, for up to 90 hours per month, per month \$19.99 (M) Additional usage in excess of 90 hours per month, applies to all flat rate plans: (M) Local calls, per minute \$0.01 (M) Regional calls, per minute \$0.099 (M) Intrastate Toll, per minute \$0.079 (M)

(M)

\$0.059

Interstate toll, per minute

Xchange Telecom LLCLeaf: 158PSC Tariff No. 2 – TelephoneRevision: 2Effective Date: February 15, 2020Superseding Revision:1

CURRENT RATES (cont'd)

12.13 Business Rates		001001(1101	<u> </u>	
Service (per month)			Non Recurring Charge	Monthly Rate
Basic Business Service Plan, per line Usage Charges, per minute: Local Calling \$0.015 Local Toll/Regional \$0.050 Domestic Long Distance \$0.049		6.2.1.2	\$58.56	\$14.59

Features, per line, per month

permonti	Included in Basic Service
Three Way Calling	\$4.67
Call Forward	\$4.67
Call Forward - Busy	\$2.48
Call Forward - No Answer	\$2.25
Call Forward Busy/No Answer (included with voicemail)	\$3.56
Call Waiting	\$8.76
Call Waiting ID Deluxe	ψ0.70
Distinctive Ringing	\$7.13
1st Additional Number	\$5.65
2nd Additional Number	\$5.65
Regular Hunting	Included in Basic Service
Speed Dial	meraded in Basic Service
8 Number List	\$4.67
30 Number List	\$7.79
Anonymous Call Rejection	\$3.38
Call Return (*69)	\$3.38
Selective Forwarding	\$3.03
Selective 1 of warding	ψ3.03
Class Features (per line, per month)	
Caller ID with Name	\$7.13
Busy Redial	\$3.38
•	

Xchange Telecom LLC PSC Tariff No. 3 – Telephone Effective Date: October 12, 2018 Leaf: 1 Revision: 0 Superseding Revision:

NEW YORK

TELECOMMUNICATIONS ACCESS SERVICES TARIFF

OF

XCHANGE TELECOM LLC

This rate sheet contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by XCHANGE TELECOM LLC (Xchange) within the State of New York. This rate sheet is on file with the New York Department of Public Service. Copies may be inspected during normal business hours at the Company's principal place of business at 3611 14th Ave., Suite 550, Brooklyn, NY 11218.

This tariff supersedes in its entirety the prior PSC Tariff No. 3 filed May 3, 2004, and effective June 2, 2004, by Xchange's predecessor in interest Xchange Telecom Corp.

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SYMBOLS

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

- D Delete or discontinue.
- I Change resulting in an increase to a customer's bill.
- M Moved from another rate sheet location.
- N New.
- R Change resulting in a reduction to a customer's bill.
- T Change in text or regulation but no change in rate or charge.

Leaf: 4
Revision: 0
Superseding Revision:

RATE SHEET FORMAT

- **A. Sheet Numbering** Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the rate sheet. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- **B.** Sheet Revision Numbers Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its rate sheet approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- **C. Paragraph Numbering Sequence -** There are nine levels of paragraph coding. Each level of coding is subservient to the 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).
- **D.** Check Sheets When a rate sheet filing is made with the FCC, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the sheets contained in the rate sheet, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The rate sheet user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FCC.

Xchange Telecom LLC PSC Tariff No. 3 – Telephone Effective Date: October 12, 2018 Leaf: 5 Revision: 0 Superseding Revision:

SECTION 1 – DEFINITIONS

Certain terms used generally throughout this rate sheet for the Access Services of this Company are defined below.

<u>Access Code</u>: A uniform seven-digit code assigned by the Company to an individual Customer. The seven-digit code has the form 950-XXXX or 101XXXX.

<u>Access Service</u>: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

<u>Access Service Request (ASR)</u>: The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

<u>Access Tandem</u>: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

<u>Authorized User</u>: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

<u>Carrier or Common Carrier</u>: See Interexchange Carrier or Exchange Carrier.

<u>Commission</u>: The New York Department of Public Service

<u>Co-Carrier</u>: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

<u>Common Channel Signaling (CCS)</u>: A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Xchange Telecom LLC
PSC Tariff No. 3 – Telephone
Effective Date: October 12, 2018

Leaf: 6 Revision: 0 Superseding Revision:

SECTION 1 - DEFINITIONS, (Cont'd.)

Company: XCHANGE TELECOM LLC, or Xchange, issuer of this rate sheet

<u>Constructive Order</u>: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly, the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

<u>Customer</u>: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's rate sheet regulations. The Customer could be an interexchange carrier, a wireless provider, a telecommunications carrier or provider originating or terminating toll VoIP-PSTN traffic, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

<u>End User</u>: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

<u>Entrance Facility</u>: A trunk facility connecting the Customer's point of presence with the local switching center.

<u>Exchange Carrier</u>: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

<u>Firm Order Confirmation (FOC):</u> Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

<u>Individual Case Basis</u>: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

<u>Inter-MTA Traffic</u> - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

<u>Intra-MTA Traffic</u> - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to the Company's end-user subscribers in the same MTA.

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SECTION 1 - DEFINITIONS, (Cont'd.)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Local Traffic: Traffic is "Local Traffic" under this rate sheet is: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different Xchange Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective rate sheet.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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SECTION 1 - DEFINITIONS, (Cont'd.)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariffed approved by the Commission.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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SECTION 1 - DEFINITIONS, (Cont'd.)

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

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this rate sheet.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this rate sheet.

Toll VoIP-PSTN Traffic: The term "Toll VoIP-PSTN Traffic" denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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SECTION 2 - RULES AND REGULATIONS

2.1 **Undertaking of XCHANGE TELECOM LLC**

2.1.1 Scope

Xchange's services offered pursuant to this Rate Sheet are furnished for Switched Access Service. Xchange may offer these services over its own or resold facilities.

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Xchange installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Rate Sheet. Xchange may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Board's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Xchange network. The Customer shall be responsible for all charges due for such service agreement.

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

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.
- В. The furnishing of service under this rate sheet 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 from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

2.1.3 Terms and Conditions

- Except as otherwise provided herein, service is provided and billed on the basis A. of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice. Unless otherwise specified herein, for the purpose of computing charges in this rate sheet, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 **Undertaking of XCHANGE TELECOM LLC (Cont'd.)**

2.1.4 Liability of the Company

- The liability of the Company for damages arising out of the furnishing of its A. Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 **Undertaking of XCHANGE TELECOM LLC (Cont'd.)**

2.1.4 Liability of the Company (cont'd.)

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customerprovided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- The Company shall not be liable for any defacement of or damage to Customers G. Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 **Undertaking of XCHANGE TELECOM LLC (Cont'd.)**

2.1.4 Liability of the Company (cont'd.)

- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this rate sheet including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this rate sheet.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one vear after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customerprovided systems, equipment, facilities or service which are interconnected with Company services.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities within its control 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.

2.1.6 Provisions 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 rate sheet. 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 facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 **Undertaking of XCHANGE TELECOM LLC (Cont'd.)**

- 2.1.6 Provisions 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 rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Notwithstanding the above, 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;
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
 - G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
 - H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

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 unusual 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.

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this rate sheet, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- В. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 **Undertaking of XCHANGE TELECOM LLC (Cont'd.)**

- 2.1.8 Special Construction (cont'd.)
 - F. on a temporary basis until permanent facilities are available;
 - G. installation involving abnormal costs; or
 - H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its agents, contractors or suppliers.

2.2 **Prohibited Uses**

- The services the Company offers shall not be used for any unlawful purposes or for any 2.2.1 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 their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 **Obligations of the Customer**

2.3.1 The Customer shall be responsible for:

- the payment of all applicable charges pursuant to this rate sheet; A.
- В. reimbursing the Company for 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. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- 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 Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises:
- obtaining, maintaining, and otherwise having full responsibility for all rights-of-D. way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access 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 above. Any 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.1 The Customer shall be responsible for (cont'd.):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-ofway for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- Originating Access: Originating access minutes is only traffic originating from A. the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.
 - If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.
- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.
 - If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.
- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting (cont'd.)

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 **Customer Equipment and Channels**

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

The Customer is responsible for providing and maintaining any terminal A. equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 **Customer Equipment and Channels (Cont'd.)**

2.4.2 Station Equipment (cont'd.)

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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Interconnection of Facilities 2.4.3

- Any special interface equipment necessary to achieve compatibility between the A. facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- В. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

Leaf: 27 Revision: 0 Superseding Revision:

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

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

A. Taxes

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 Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

Leaf: 28 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

Billing and Collection of Charges 2.5.2

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

Leaf: 29 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

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

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at rate required by the Commission for customer deposits.

Refusal and Discontinuance of Service 2.5.3

- Upon nonpayment of any amounts owing to the Company, the Company may, by A. giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

Leaf: 30 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (cont'd.)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this rate sheet, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- The Company may discontinue the furnishings of any and/or all service(s) to F. Customer, without incurring any liability:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

- 2.5.3 <u>Refusal and Discontinuance of Service</u> (cont'd.)
 - F. (cont'd)
 - 1. (cont'd)
 - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
 - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
 - (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the rate sheet charges for the service by:
 - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this rate sheet, or
 - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
 - IV. Continuing to have Company End Users presubscribed to the Customer; or
 - V. Any other Fraudulent means or devices; or
 - 2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (cont'd.)

- F. (cont'd)
 - 3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
 - 4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

Cancellation of Application for Service 2.5.4

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

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

Leaf: 33

2.6 Allowances for Interruptions in Service

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

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company.

A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- interruptions due to the negligence of, or noncompliance with the provisions of A. this rate sheet by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly, the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances, a Service Order may be used.
- 2.8.2 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.
- 2.8.3 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 the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.4 All notices or other communications required to be given pursuant to this rate sheet shall 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 deposit 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.
- 2.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

Leaf: 36 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 **Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

Leaf: 37 Revision: 0 Superseding Revision:

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this rate sheet. These charges are in addition to other applicable charges set forth in other sections of this rate sheet.

3.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

- A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:
 - 1. A change in the identity of the Customer of record; or
 - 2. A move by the Customer to a different building.
- B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

Leaf: 38 Revision: 0 Superseding Revision:

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.2 Miscellaneous Charges

Customer Requested Due Date Change^{1, 2} \$50, per order

Customer Requested Expedite² \$250, per location, per order

Cancellation

(after 3 business days from order placement)² Full NRCs + \$250, per order

Design Change, DS0/DS1² \$150, per circuit

Design Change, DS3 and higher² \$300, per circuit

Administrative Processing² \$25, per order

Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

Leaf: 39 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 4 - SWITCHED ACCESS SERVICE

4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 **Provision and Description of Switched Access Service Arrangements**

4.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

Leaf: 40 Revision: 0 Superseding Revision:

SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

4.2.3 <u>Call Types</u>

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

Leaf: 41 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 **Reports and Testing**

- Design Layout Report: At the request of the Customer, the Company will provide to the 4.3.1 Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.
- 4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, Cnotched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

Leaf: 42 Revision: 0 Superseding Revision:

SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

Leaf: 43 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 **Rate Categories**

- 5.2.1 There are several rate categories which apply to Switched Access Service:
 - Carrier Switched Access Originating
 - Carrier Switched Access Terminating
 - Toll-Free 8XX Data Base Access Service
 - VoIP-PSTN Access Service

The Company provides originating and terminating switched access service through traffic sensitive rate elements from the following cost categories:

Local Switching The Local Switching rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office. The Local Switching rate category includes the Local Switching, Line Termination, Intercept, and Information (i.e., Directory Assistance) functions.

The Shared Trunk Port provides for the termination of access minutes to an end office. Access minutes for all Switched Access Service subject to the Shared End Office Trunk Port will be multiplied by the per minute rate set forth in 5.4 following.

The Local Transport Facility rate provides for that portion of the voice frequency transmission path between the end office and the access tandem. This rate element is inherent in all Carrier Switched Access, regardless of Customer's direct connection to Verizon's tandem switches

The Tandem Switching rate provides for the use of the Company tandem switching facilities, or its functional equivalent. This rate element is inherent in all Carrier Switched Access, regardless of Customer's direct connection to Verizon's tandem switches

The Transitional Terminating Access Charge recoups, as provided for by State and Federal law, any lost revenue in excess of the required revenue reduction realized by changing to the interstate rate levels and rate structure as of the effective date of this Tariff.

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories, (Cont'd.)

5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

5.2.4 <u>Identification and Rating of VoIP-PSTN Traffic</u>

(A) Scope

- (1) VoIP-PSTN traffic is defined as traffic exchanged over the public switched telephone network ("PSTN") facilities that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of toll VoIP-PSTN ("toll VoIP") traffic that in the absence of an interconnection agreement will be subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC No. 11-161 released (Nov. 18, 2011) ("FCC Order") as it may hereinafter be amended or clarified. Specifically, this section establishes the method of distinguishing toll VoIP traffic from the customer's total intrastate access traffic, so that toll VoIP traffic will be billed in accordance with the FCC Order.
- (2) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with the FCC Order.

(B) Rating of toll VoIP-PSTN traffic

The Telephone Company will bill toll VoIP-PSTN traffic which it identifies in accordance with this tariff section at rates equal to the Telephone Company's applicable tariffed interstate switched access rates.

Leaf: 45 Revision: 0 Superseding Revision:

5.2 Rate Categories, (Cont'd.)

5.2.4 Identification and Rating of VoIP-PSTN Traffic - (Cont'd)

(C) <u>Calculation and Application of Percent-VoIP-Usage Factor</u>
Xchange will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between an Xchange end user and the customer. The PVU will be derived and applied as follows:

- (1) The customer will calculate and furnish to Xchange a factor (the "PVU-C") representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with Xchange in the state, that (a) is sent to Xchange and that originated in IP format; or (b) is received from Xchange and terminated in IP format. This PVU-C shall be based on information such as the number of the customers retail VolP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- (2) Xchange will, likewise, calculate a factor (the "PVU-X") representing the percentage of Xchange's total intrastate and interstate access MOU in the State that Xchange originates or terminates on its network in IP format. This PVU-V shall be based on information, such as the number of Xchange's retail VolP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- (3) Xchange will use the PVU-C and PVU-X factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between an Xchange end user and the customer that is originated or terminated in IP format, whether at Xchange's end, at the customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-X factor times (1.0 minus the PVU-C factor).

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5.2. Rate Categories (cont'd)

- 5.2.4 Identification and Rating of VOIP-PSTN Traffic (cont'd)
 - (C) <u>Calculation and Application of Percent-VolP-Usage Factor (cont'd)</u>
 - (4) Xchange will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of Relevant VolP-PSTN Traffic MOUs.

Example 1: The PVU-X is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. Xchange will bill 46% of the customer's intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-X is 100% and the PVU-C is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. Xchange will bill $10^{\circ}\%$ of the customer's intrastate access MOU at Xchange's applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-X factor is, the PVU is 100%. Xchange will bill 100% of the customers intrastate access MOU at Xchange's applicable tariffed interstate switched access rates.

(5) If the customer does not furnish Xchange with a PVU-C pursuant to the preceding paragraph 1, Xchange will utilize a PVU equal to the PVU-X.

(D) PVU Factor Updates

The customer may update the PVU-C factor quarterly using the method set forth in subsection (C)(l), above. If the customer chooses to submit such updates, it shall forward to Xchange, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June, and September, respectively. Xchange will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

Leaf: 47 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.3 **Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

Leaf: 48 Revision: 0 Superseding Revision:

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges

5.4.1 Carrier Switched Access

Blended Originating

per access minute \$0.013274

Terminating Rate:

For terminating switched access rates, see Xchange Telecom FCC Tariff No. 1

5.4.2 <u>Toll-Free 8XX Data Base Query</u>

Per Query \$0.0041

5.4.3 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

5.4.4 <u>Co location Rates</u>

Rack \$102.00 per month Each AMP of electricity \$19.42 per month

Leaf: 49 Revision: 0 Superseding Revision:

SECTION 6 - LOCAL TRAFFIC EXCHANGE AND TERMINATION

6.1 General

This section establishes the methodology for the exchange and termination of Intra-Lata traffic for carriers that do not have an interconnection agreement with the Company.

6.2 Ordering Conditions

The Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

6.3 Local Traffic Compensation

Intra-Lata traffic received from a Local Exchange Carrier, where the call originates from an end user of such Local Exchange Carrier, and such call is not transported in any manner by an Interexchange Carrier, will be terminated under the terms of the Company's PSC No.4- Local Transport and Termination Tariff. All other intra-Lata traffic (originating and terminating) will be charged at the switched access rates set forth in this tariff.

Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

Leaf: 50

SECTION 7 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

7.1 Contracts

The Company may provide any of the services offered under this rate sheet, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this rate sheet do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

7.2 **Individual Case Basis Arrangements**

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

Leaf: 51 Revision: 0 Superseding Revision:

SECTION 8 - MISCELLANEOUS SERVICES

8.1 Wireless Termination Service

This tariff applies to intraMTA traffic originated by a Commercial Mobile Radio Service (CMRS) provider and terminated to end-user subscribers of the Company (i.e., wireless to wireline traffic) without the direct interconnection of the CMRS provider's and the Company's networks and where the CMRS provider is physically connected with and delivers traffic to a third party ILEC(s) which in turn delivers the traffic to the Company.

- 8.1.1 This service is provided to Commercial Mobile Radio Service (CMRS) providers licensed by the Federal Communications Commission (FCC).
- 8.1.2 Wireless Termination Service is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic). The Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.
- 8.1.3 Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTAs (i.e., interMTA traffic). In those situations where a CMRS provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of the appropriate access tariff of the Company (either intrastate or interstate) will apply.
- 8.1.4 These Regulations and Rates are in addition to the Regulations, Rate and Charges in other Company tariffs.

Xchange Telecom LLC PSC Tariff No. 3 – Telephone

Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

Leaf: 52

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Wireless Termination Service, (cont'd.)

- 8.1.5 This tariff applies except as otherwise provided in 1) an interconnection agreement between the CMRS provider and the Company approved by the Commission pursuant to the Act; or 2) a terminating traffic agreement between the CMRS provider and the Company approved by the Commission.
- The Company shall issue a bill to the CMRS provider based on the best information 8.1.6 available to the Company including, but not limited to, records of terminating traffic created by the Company at its end office or tandem switch. If possible, the CMRS provider will provide to the Company billing records in standard industry formats regarding calls it originates that terminate on the Company's network. Records will be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. If a CMRS provider is unable to provide billing records of the calls that it originates to the Company, the Company may use usage reports and/or records generated by a third party ILEC whose network is used to transit the traffic as the basis for billing the CMRS provider. If the CMRS provider is unable to provide billing records, the CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA traffic. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate. Such reports shall be based on studies of actual traffic originated by the CMRS provider and terminated to the Company.

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Superseding Revision:

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Wireless Termination Service, (cont'd.)

- 8.1.7 Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS providers and available to the Company upon request. Such studies shall be conducted no less frequently than once each quarter to ensure that the CMRS provider is using an accurate intraMTA/interMTA percentage. The CMRS provider shall pay the Company for all charges in accordance with the rates set forth in this tariff. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The CMRS provider shall pay a late charge on any undisputed charges which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The CMRS provider shall pay the Company the reasonable amount of the Company's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees. The CMRS provider will be responsible for the accuracy and quality of its data as submitted to the Company. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider to give assurances of compliance with the provisions of this tariff. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.
- 8.1.8 If the CMRS provider fails to comply with any of the terms and conditions of this tariff, including any payments to be made by it on the dates and times herein specified, the Company, may on five (5) day's written notice by Certified U.S. Mail to the CMRS provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CMRS provider at any time thereafter, or may discontinue the provision of the services to the non-complying CMRS provider at any time thereafter. In the case of such discontinuance, all applicable tariff charges shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LECs with whom the Company's network is connected.

Leaf: 54 Revision: 0 Superseding Revision:

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Wireless Termination Service, (cont'd.)

8.1.9 Rates and Charges

Rates for origination of IntraMTA Traffic (per MOU):

\$0.0290

Rates for termination of IntraMTA Traffic (per MOU):

see Xchange Telecom FCC Tariff No. 1

Leaf: 1 Revision: 0 Superseding Revision:

NEW YORK

TELECOMMUNICATIONS ACCESS SERVICES TARIFF

OF

XCHANGE TELECOM LLC

This rate sheet contains the descriptions, regulations and rates applicable to the furnishing of Local Transport and Termination of Local and Intra-Lata Calls received from Local Exchange Carriers, where calls originate from such Local Exchange Carriers' end users, within LATA 132. This tariff does not apply to traffic delivered to, or received from, interexchange carriers. This rate sheet is on file with the New York Department of Public Service. Copies may be inspected during normal business hours at the Company's principal place of business at 3611 14th Ave., Suite 550, Brooklyn, NY 11218.

This tariff supersedes in its entirety the prior PSC Tariff No. 4 filed August 1, 2008, and effective September 1, 2008, by Xchange's predecessor in interest Xchange Telecom Corp.

Leaf: 2 Revision: 0 Superseding Revision:

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SYMBOLS

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

- D Delete or discontinue.
- I Change resulting in an increase to a customer's bill.
- M Moved from another rate sheet location.
- N New.
- R Change resulting in a reduction to a customer's bill.
- T Change in text or regulation but no change in rate or charge.

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RATE SHEET FORMAT

- **A. Sheet Numbering** Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the rate sheet. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- **B.** Sheet Revision Numbers Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its rate sheet approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- **C. Paragraph Numbering Sequence -** There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
 - 2. 2.1 2.1.1 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a) I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).
- **D.** Check Sheets When a rate sheet filing is made with the FCC, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the sheets contained in the rate sheet, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The rate sheet user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FCC.

Xchange Telecom LLC PSC Tariff No. 4 – Telephone

Leaf: 5 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 1 – DEFINITIONS

Certain terms used generally throughout this rate sheet for the Access Services of this Company are defined below.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Commission: The New York Department of Public Service

Company: XCHANGE TELECOM LLC, or Xchange, issuer of this rate sheet

Constructive Order: Delivery of traffic or calls to the Company, directly, or indirectly through a third party, to be terminated by the Company to one of its end users constitutes a Constructive Order by the Customer to purchase terminating Services as described herein.

Customer: The person, firm, corporation or other entity which directly, or indirectly through a third party, delivers traffic to the Company to be terminated by the Company to one of its end users. Customer is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be a telecommunications carrier or provider, an information service carrier or provider, a wireless carrier or provider, a VOIP carrier or provider or any other entity sending traffic to Company for termination. The term Customer also includes any entity, including a telecommunications carrier, which delivers traffic to Company originated on the network or facilities of any other entity, for termination by Company to its end users.

End User: Any individual, association, corporation, governmental agency or any other entity which constructively orders or subscribes to or utilizes any form of service provided by a Customer; or in the case of a Company End User, any individual, association, corporation, governmental agency or any other entity which orders or subscribes to or utilizes any form of service provided by Company.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Intra-Lata Traffic: Except in the case of a Wireless Provider, traffic carried solely by local exchange carriers which originates from, and terminates to, end users of local exchange carriers, located within the same LAT A. Under this tariff, intra-Lata traffic does not include traffic originated by an Xchange enduser and delivered directly or indirectly to the end-user's presubscribed IXC other than Xchange, or traffic delivered directly or indirectly by an IXC to the Company for termination to an end user of the Company. All such traffic delivered to or received from an IXC is intra-Lata toll traffic and is subject to switched access charges under the Company's PSC No. 3 Access Tariff.

Xchange Telecom LLC PSC Tariff No. 4 – Telephone

Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

Leaf: 6

SECTION 1 - DEFINITIONS, (Cont'd.)

Intra-MTA Traffic: Traffic originated by a Wireless Provider's end user within the Wireless Major Trading Area (MTA) established by the Federal Communications Commission which includes the City of New York, and delivered to the Company for termination to a Company end user located in the same MTA. For purposes of this tariff, Intra-MTA Traffic is deemed, and treated as, Intra-Lata Traffic.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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 for the provision and administration of communications services.

Local Exchange Carrier shall have the meaning set forth in 47 USC§ 153(26).

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Local Traffic: Traffic is "Local Traffic" where: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different Xchange Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

Leaf: 7 Revision: 0 Superseding Revision:

SECTION 1 - DEFINITIONS, (Cont'd.)

Network Services: The Company's telecommunications Services offered on the Company's Network.

<u>Non-Recurring Charges</u>: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

<u>Point of Presence</u>: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

<u>Premises</u>: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Leaf: 8
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Superseding Revision:

SECTION 1 - DEFINITIONS, (Cont'd.)

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

<u>Service Order</u>: The written request for Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of a Service Request by the Customer in the manner specified in this rate sheet.

<u>Service(s)</u>: The Company's telecommunications Local Transport and Termination Services offered on the Company's Network, also referred to as terminating service, Terminating Service, or "Service". Service involves terminating traffic from Customers received directly or indirectly by Company, to the Company's end users.

<u>Signaling Point of Interface</u>: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

<u>Signaling System 7 (SS7</u>): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

<u>Telecommunications Carrier</u> shall have the meaning set forth in 47 USC§ 153(44); shall have the same meaning as the term "telecommunications provider"; and shall include VOiP providers and Mobile Service (as defined in 47 USC§ 153(27) providers, also known as CMRS providers and CMRS carriers, and also known as Wireless Providers.

<u>Telephone Exchange Service</u> shall have the meaning set forth in 4 7 USC § 153(47).

<u>Traffic:</u> Any electronic or light pulse transmissions, signals, messages, calls, or data in any form and using any medium, using any technology, including but not limited to electromagnetic, radio wave, or fiber optic transmission, containing information services or telecommunications services, or any other form of content or intelligence, delivered directly or indirectly to Company, by any entity, for termination by Company to its end user. Without limitation, such term includes all telecommunications traffic; traffic to or from the Internet; Voice Over Internet Protocol (VOIP) traffic; and traffic from Mobile Service Providers.

<u>Trunk</u>: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

<u>VOIP Provider</u>: Any entity which provides its customers with the ability to communicate any form of message, data, information, content, or other form of intelligence to any other person or entity, using in whole or in part, Voice Over Internet Protocol signaling or technology, or which in whole or part traverses the public internet or a private internet. This term also includes an entity defined or described by the Federal Communications Commission as a VOIP provider or carrier.

<u>Wireless Provider</u>: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission, also referred to as a CMRS Provider or CMRS Carrier.

Leaf: 9 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 2 - RULES AND REGULATIONS

2.1 **Undertaking of XCHANGE TELECOM LLC**

2.1.1 Scope

- (a) Xchange's services offered pursuant to this Rate Sheet is the termination if intra-LATA traffic delivered by Local Exchange Carriers to the Company where traffic originates from the end users of such Local Exchange Carriers, and its terminated by the Company to the Company's end users. Xchange may offer these services over its own or resold facilities.
- (b) Xchange installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Xchange may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Board's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Xchange network. The Customer shall be responsible for all charges due for such service agreement.
- (c) The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.
- (d) The Customer directly delivering intra-Lata traffic to the Company for termination must, at its own cost and expense, deliver or arrange for delivery of such traffic to the Company's switching vehicle located at 470 Vanderbilt Avenue, Brooklyn, New York. In the event such entity indirectly connects to Customer through use of any network or facility of another entity to connect to Company's switch (such as, by way of example the transit or transport services of a telecommunications carrier, or the local or access tandem switch of a telecommunications carrier), Customer shall be solely responsible for all costs, expenses, and charges of such other entity, including but not limited to any tandem transit or access charges.
- (e) This Tariff does not apply to traffic delivered by Company directly or indirectly to an Interexchange Carrier, or received by Company directly or indirectly from an Interexchange Carrier where such Interexchange Carrier is not also the originating end user's Local Exchange Carrier. All such traffic will be subject to, and charged under, the Company's PSC No. 3 - Access Tariff.

Leaf: 10 Revision: 0 Superseding Revision:

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

2.1.1 Scope (cont'd)

- (f) Any Customer delivering traffic to the Company for termination shall be liable for the rates and charges for termination, regardless of whether the traffic originated on the network or facilities of, or from an end user of, the Customer delivering such traffic. The Customer on whose network end users originated such traffic will be primarily liable to Company for payment, and Company will initially issue bills to such Customer. If such Customer does not make all payments due to Company, Company shall issue bills to the Customer which actually delivers traffic to Company (i.e., the intermediate Customer, usually the provider of tandem transit service to the entity originating the traffic). Such intermediate Customer shall be fully liable to Company for all charges associated with traffic it delivers to Company, even if such traffic originated from another entity. If such intermediate Customer believes the entity on whose network or facilities the traffic originated should be liable for the termination charges imposed on the intermediate Customer, the intermediate Customer shall, if it so chooses, seek to be reimbursed for such charges by the entity on whose network or facilities the traffic originated. The Company shall have no obligation to look solely to the entity originating such traffic for the applicable charges hereunder, and may look to the intermediate Customer delivering such traffic for payment. The intermediate Customer is liable to the Company for all charges whether or not the intermediate Customer is reimbursed by the entity on whose networks or facilities the traffic originated.
- (g) The charges for Service are due from Customer to the Company for traffic delivered to Company for termination regardless of whether the traffic is received at the Company's switching vehicle (for termination to Company's facilities-based end users) or received by Verizon New York as provider of Advantage® Wholesale Service (formerly known as UNE-P service) to Company.

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 rate sheet 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 from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

Leaf: 11 Revision: 0 Superseding Revision:

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minutes-of-use of traffic received for termination and shall continue to be provided until Customer ceases to deliver traffic to the Company for termination. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. Unless otherwise specified herein, for the purpose of computing charges in this rate sheet, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The charges set forth in this tariff apply to, and shall be paid to the Company by any telecommunications carrier, Information Services Provider, CMRS Provider, VOIP Provider, or other entity which directly or indirectly through another entity, delivers traffic of any nature from any source to the Company for termination to the Company's end users. A carrier which delivers traffic to the Company under the circumstances described above, will be liable for all charges applicable to a Customer under this tariff whether or not such carrier affirmatively orders service from the Company, unless it affirmatively blocks the delivery of traffic to the Company. These obligations apply to traffic of any nature whatsoever, from any provider, entity, or carrier whatsoever, whether considered telecommunications traffic, internet traffic, VOiP traffic, data traffic, information services traffic, or enhanced service traffic, or Mobile Service traffic. Accordingly, any references in this tariff to the duty or obligation of a Customer, including but not limited to the obligation to pay the rates and charges set forth in this tariff, shall apply equally to any telecommunications carrier, Information Service Provider, CMRS Provider, VOiP Provider, Wireless Provider, or other entity.
- D. Intra-Lata traffic delivered to Company by Customer, directly or indirectly, shall be routed over facilities designated by Company solely for Intra-Lata traffic.
 Customer shall not send any traffic over such designated facilities except Intra-Lata traffic. Switched Access traffic must be delivered to Company over separate facilities, and will be charged at Company's Switched Access Service rates.

Leaf: 12 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 **Undertaking of XCHANGE TELECOM LLC (Cont'd.)**

2.1.4 Liability of the Company

- In the absence of gross negligence, or willful misconduct, the liability of the A. Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.5 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

Leaf: 13 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customerprovided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the Service, against any claim, loss or damage arising from Customer's use of Services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service; and patent infringement claims arising from combining or connecting the Service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company pursuant to this tariff.

nne Revision: 0 , 2018 Superseding Revision:

Leaf: 14

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this rate sheet including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this rate sheet.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

2.1.4 <u>Liability of the Company</u> (cont'd.)

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities within its control 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.

2.1.6 Provisions 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 rate sheet. 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 facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

- 2.1.6 <u>Provisions of Equipment and Facilities</u> (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 rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Notwithstanding the above, 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;
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
 - G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

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 unusual 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.

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this rate sheet, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of XCHANGE TELECOM LLC (Cont'd.)

- 2.1.8 Special Construction (cont'd.)
 - F. on a temporary basis until permanent facilities are available;
 - G. installation involving abnormal costs; or
 - H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its agents, contractors or suppliers.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes 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 their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this rate sheet;
- B. reimbursing the Company for 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. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- 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 Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access 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 above. Any 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.1 The Customer shall be responsible for (cont'd.):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting

- A. Company measured minutes, or minutes measured by an ILEC or any other tandem provider, will be used to determine call jurisdiction and billable minutes where available. Only where such measured call detail is not available will the Customer reported usage be utilized to determine billing.
- B. B. The Customer shall keep records of call detail from which the jurisdictional nature and identity of the originator of traffic delivered to the Company for termination can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification. The Company reserves the right to conduct an audit at any time during the year upon reasonable notice to Customer. The Customer, as its own expense, has the right to retain an independent auditing firm.
- C. All traffic delivered directly or indirectly to the Company shall contain sufficient information in the data stream to enable the Company to determine regulatory jurisdiction of, and the entity originating, all traffic. If any traffic received directly or indirectly from Customer does not contain such information, the Company shall assign the higher of the applicable interstate or intrastate switched access rates to all such traffic not containing the information necessary to accurately determine the iurisdiction of the call. Traffic received by the Company without proper data stream information to identify such traffic as intra-Lata will be billable as switched access minutes under Company's intrastate or interstate switched access tariffs or rate schedules.
- D. Any traffic received by Company over facilities used for intra-Lata traffic, which is not Intra-Lata traffic, will be charged at Company's intrastate or interstate switched access charge rates.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 **Payment Arrangements**

2.4.1 Payment for Service

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

A. <u>Taxes</u>

In addition to charges for Services and facilities set forth in this tariff, 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 Company's net income imposed on or based upon the provision, sale or use of Services. All such taxes shall be separately designated as taxes or surcharges on the Company's invoices.

- Surcharge for MTA and State Gross Income and Gross Earnings Taxes 1. A monthly surcharge to recover the additional expense related to the State and MT A Gross Income and Gross Earnings Taxes, and Telecommunications Excise Tax, applies to the recurring and nonrecurring rates and charges for all Service except returned check charges and late payment charges. The applicable Surcharge rates are shown on Statement I which is at the end of this section. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.
- 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 Service except returned check charges and late payment charges. The percentage rate of the surcharge in each locality where such a surcharge applies is equal to the following:

statutory rate 1-statutory rate

3. The surcharge statement shall be filed at least fifteen business days before the effective date. The effective date of the statement 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 statement. 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.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Payment Arrangements (Cont'd.)

2.4.1 Taxes (Cont'd)

- 4. 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.
- 5. All surcharge amounts collected with respect to State, MTA, and local gross revenue, gross earnings, and telecommunications excise taxes are themselves subject to such taxes, and will be grossed-up to reflect such compounding. In addition, all such gross-up amounts are subject to state and local sales taxes and federal excise taxes.

B. Non-Tax Surcharges

In addition to all taxes and tax surcharges set forth above, Customer will pay surcharges which Company is authorized by law to impose, including but not limited to surcharges to collect Universal Service Assessments and any other form of regulatory program or assessments.

2.4.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.4.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Payment Arrangements (Cont'd.)

2.4.2 Billing and Collection of Charges (cont'd.)

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at rate required by the Commission for customer deposits.

2.4.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Payment Arrangements (Cont'd.)

2.4.3 Refusal and Discontinuance of Service (cont'd.)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.4.3.A or 2.4.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this rate sheet, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- The Company may discontinue the furnishings of any and/or all service(s) to F. Customer, without incurring any liability:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.4.3.F.1.(a-e), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Payment Arrangements (Cont'd.)

- 2.4.3 <u>Refusal and Discontinuance of Service</u> (cont'd.)
 - F. (cont'd)
 - 1. (cont'd)
 - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.4.3.A above; or
 - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
 - (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the rate sheet charges for the service by:
 - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this rate sheet, or
 - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
 - IV. Continuing to have Company End Users presubscribed to the Customer; or
 - V. Any other Fraudulent means or devices; or
 - 2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Payment Arrangements (Cont'd.)

2.4.3 Refusal and Discontinuance of Service (cont'd.)

- F. (cont'd)
 - 3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.4.3.A, above; or
 - 4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- H. As used in A-G above, the terms discontinuance and suspension include (a) the Company blocking any incoming traffic received directly or indirectly from Customer, and refusing to terminate such traffic to Company's end users, and/or (b) the Company blocking traffic from Company's end users to Customer or Customer's end users.

2.4.4 Cancellation of Application for Service

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

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this rate sheet 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 2.5.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company.

A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC or Customer or Customer's endusers; (ii) due to failure of equipment provided by the IXC or Customer or Customer's end-users; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain access to the IXC's or Customer's or Customer's end-users' equipment; and (vii) due to mutually agreed upon maintenance and repair.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.5.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 **Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.7 **Notices and Communications**

- 2.7.1 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.
- 2.7.2 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 the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- All notices or other communications required to be given pursuant to this rate sheet shall 2.7.3 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 deposit 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.
- 2.7.4 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.

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SECTION 3 - ORDERING OPTIONS FOR SERVICE

3.1 General

This section sets forth the regulations and order related charges for Service Requests for Services, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

3.1.1 **Ordering Conditions**

Customer may order switched access through a Constructive Order, as defined herein, or through an Service.

The format and terms of the Service Request will be as specified by the Company

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SECTION 3 - ORDERING OPTIONS FOR SERVICE, (Cont'd.)

3.2 Miscellaneous Charges

Customer Requested Due Date Change^{1, 2} \$50, per order

Customer Requested Expedite² \$250, per location, per order

Cancellation

(after 3 business days from order placement)² Full NRCs + \$250, per order

Design Change, DS0/DS1² \$150, per circuit

Design Change, DS3 and higher² \$300, per circuit

Administrative Processing² \$25, per order

Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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SECTION 4 - RATES

4.1 General

Customer will pay the following per minute rate for Intra-Lata traffic delivered to Company, directly or indirectly, for termination to or origination from Company's end users:

Per Minute Rate for traffic delivered to Customer by Company, directly or indirectly, for origination: Per minute \$.002893

Per Minute Rate for traffic delivered to Company by Customer, directly or indirectly, for termination:

Rates as per Xchange Federal Tariff No. 1, on file with the FCC

All call lengths are rounded up to the next full minute.

Notwithstanding the above, where traffic from a Customer originated from its end users to Company in any month exceeds a ratio of 3: l, (i.e., Intra-Lata traffic from Customer to Company exceeds three times the Intra-Lata traffic from Company to Customer), traffic from that Customer's end users in excess of such ratio shall be deemed Convergent Traffic. Convergent Traffic MOUs shall be billed at the per minute rate set forth in Xchange Federal Tariff No. 1, on file with the FCC.

All traffic from Customer to Company within the 3: I ratio shall be billed at the per minute rate of \$.002893. Where payment is made by an intermediate Customer, the rate set forth in Xchange Federal Tariff No. 1, on file with the FCC shall apply to all traffic delivered to Company by the intermediate Customer. The Company's Convergent Traffic rate is available only to an entity which applies the same convergent traffic rate to traffic from the Company to such entity above the 3: 1 ratio. If such entity does not apply the convergent traffic rate to Company, all traffic from such entity to Company (whether above or below the 3:1 ratio) will be charged at set forth in Xchange Federal Tariff No. 1, on file with the FCC , per minute.

Leaf: 36 Revision: 0 Effective Date: October 12, 2018 Superseding Revision:

SECTION 5 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

5.1 Contracts

The Company may provide any of the services offered under this rate sheet, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this rate sheet do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

5.2 **Individual Case Basis Arrangements**

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.