

INTEREXCHANGE TOLL SERVICES

Regulations and Rates

of

Fishers Island LD Corporation

This Customer Service Guide includes the rates, charges, terms and conditions of service for the provision of non-basic Residential and Business Interexchange Toll Services provided between locations in New York.

Customers may view this New York Residential and Business Customer Service Guide on the Company's website at:

www.fiuc.net

EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued rate or Regulation
- (I) To signify an increase
- (M) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify reduction
- (S) To signify reissued matter
- (T) To signify change in text but no change in rate or regulation
- (Z) To signify a correction.

TABLE OF
CONTENTS

Introduction4

Section 1 – Definitions 5

Section 2 – Terms and Conditions 7

Section 3 – Description of Service and Rates38

Price List 40

Promotions 41

Introduction

This Customer Service Guide of Terms and Conditions, Services, and Rates (“Price List”) describes the terms, conditions, and rates under which Fishers Island LD Company (“FILD” or “Company”) will provide intrastate LD telecommunications services in the state of New York. By executing an FILD Order Agreement (SOA) or Customer Agreement, or by using or paying for services provided herein, the Customer executing the SOA or Customer Agreement or paying for the services agrees to the service regulations and terms and conditions described herein.

The services covered in this Customer Service Guide are subject to availability and may not be available in all locations.

Disputes and Complaints

Contacting the Public Service Commission:

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

1. By Phone:

Helpline (for complaints/inquiries):

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

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

518-472-8502 for fax

2. Online:

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

3. By Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350

SECTION 1 - DEFINITIONS

Collect Call – A billing arrangement, by which the charges for a call may be billed to the called party, provided the called party agrees to accept the charges.

Commission – New York Public Service Commission

Company – Fishers Island LD Company

Consumer – A person who is not a Customer initiating any telephone calls using operator services.

Customer – Any person, firm, partnership, corporation or other entity which subscribes to or uses service under the terms and conditions of this Product Guide. The Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by the Customer. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes.

Dedicated Access – A dedicated communications channel that terminates on a switch facility provided by the Company.

Equal Access – The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes such as, 1016963.

Initial And Additional Period – The Initial Period denotes the interval of time allowed for a service at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

LATA – Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

LEC – Local Exchange Company

Long Distance Message Telecommunications Service (LDMTS) – Long distance telecommunications service offered pursuant to this Product Guide.

Operator Station Call – A service whereby the Customer places a non-Person-to-Person call with the assistance of an operator (live or automated).

PBX – Private Branch Exchange

SECTION 1 - DEFINITIONS, (Cont'd.)

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

Premises – The physical space designated by the Customer for the termination of the Company's service.

Presubscription – An arrangement whereby a Customer may select and designate the Company as the carrier he or she wishes to access, without an access code, for completing intraLATA and/or interLATA toll calls.

Residential Customer – For the purpose of this Product Guide, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

Service – Any or all intrastate service(s) provided by the Company pursuant to this price list.

Sub-Minute Rating – Consists of an initial period rated at the appropriate initial period rate. Each increment thereafter is rated at the appropriate additional period rate which is less than one full minute.

Switched Access – A method for reaching the Company through the local service provider's switched network whereby the Customer uses standard and/or ISDN local lines.

Terminal Equipment – Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

Third Party Billing – A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of the Company and Locations of Service

The Company's service is furnished to Customers for interexchange communications originating and terminating within New York under the terms of this Guide. The Company's service is available twenty-four hours per day, seven days per week, except as otherwise provided in the Company's Guide.

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

Unless otherwise stated in this Guide, intrastate interexchange service other than intrastate intraLATA MTS, is only provided with interstate service. Unless otherwise stated in this Guide, intrastate interexchange service, other than intrastate intraLATA MTS, and interstate interexchange service, are not offered separately. Unless otherwise stated in this Guide, intrastate interexchange service plans are offered with their corresponding interstate interexchange service plans, e.g., intrastate Plan A Service is offered with interstate Plan A Service.

Where network facilities and billing systems permit, the Company will block casual dialing.

2.2 Use of Service

2.2.1 Service may be used for any lawful purpose for which it is technically suited. Service may not be used for unlawful purposes.

2.2.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier or service provider, as appropriate.

2.2.3 Recording of telephone conversations transmitted over service provided by the Company under this Guide is prohibited except as authorized by applicable federal, state and local laws.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.3 Limitations of Service

- 2.3.1 Service is offered subject to the availability of the necessary facilities, equipment and/or customer information, including, but not limited to, billing systems and information required for billing, and subject to the provisions of this Guide. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Guide.
- 2.3.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Guide), or when service is used in violation of provisions of this Guide or the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Guide, shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating or terminating location.
- 2.3.5 The Company reserves the right to refuse to process calling card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service. The Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment. In such circumstances, the Company's Guide will be revised accordingly.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.3 Limitations of Service, (Cont'd.)

2.3.7 Service is offered subject to restrictions imposed upon the Company by any authority having jurisdiction over the Company's provision of service.

2.3.8 The Company may require the Customer to sign an application for service form furnished by the Company and to establish credit as provided in this Guide, as a condition precedent to the initial establishment of service. The Company's acceptance of an application or order for service by an applicant whose credit has not been duly established may be subject to the deposit, advance payment and/or refusal of service provisions described in this Guide. The Company may also require a signed authorization from the Customer for additions to or changes in existing service for such Customer. An application for service canceled by the applicant or by the Company prior to the establishment of service is subject to the provisions of this Guide concerning cancellation charges.

2.4 Assignment or Transfer

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or in the location of service. All terms and conditions contained in this Guide shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Limitation of Liabilities

2.5.1 Except in cases of gross negligence or willful misconduct by the Company, the liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Guide (calculated on a proportionate basis where appropriate) for the period during which such error, mistake, omission, interruption or delay occurs.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.5.3 When the services or facilities of other common carriers or other service providers are used separately or in conjunction with the Company's services, facilities or equipment in establishing connection to points not reached by the Company's services, facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers, or other service providers, or their respective agents, servants or employees.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.5 Limitation of Liabilities, (Cont'd.)

- 2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, meteorological phenomena, floods, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.
- 2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or customers, or by services, facilities or equipment provided by the Customer or such agents, servants, employees, or customers.
- 2.5.6 The Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by the Company. The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment which are transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of, its own telecommunications facilities.
- 2.5.7 With respect to service provided by the Company, the Company hereby expressly disclaims all warranties, expressed or implied, not stated in this guide, and in particular disclaims all warranties of merchantability or fitness for a particular purpose.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.6 Liabilities of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- 2.6.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's services, facilities or equipment; and
- 2.6.2 Claims for patent infringement arising from combining or connecting the Company's services, facilities or equipment with services, facilities, equipment, apparatus or systems of the Customer or the Customer's agents, servants, employees, or customers; and
- 2.6.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.7 Taxes and Fees

2.7.1 All state and local taxes (e.g., sales tax) are listed as a separate line item on the Customer's bill and are not included in the quoted rates and charges set forth in this Guide.

2.7.2 To the extent that a municipality, other political subdivision or agency of government, or the Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or agency of government. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed in the Price List which is at the end of this Guide.

2.7.3 Gross Revenue Surcharge

The Gross Revenue Surcharge is applied monthly as a percentage of the recurring and nonrecurring rates and charges for all intrastate service except returned check charges and late payment charges. The applicable Gross Revenue Surcharge rates are shown on the Price List which is at the end of this Guide. Any increases to these rates will be implemented on 30 days' notice to Customers. 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 post a revised surcharge as directed or approved by the Commission.

2.7.4 MTA Surcharge

The MTA Surcharge is applied monthly as a percentage of the recurring and nonrecurring rates and charges for all intrastate services except returned check charges and late payment charges. The applicable MTA Surcharge rate for affected areas is shown in the Price List section which is at the end of this Guide. Any increases to these rates will be implemented on 30 days' notice to Customers. 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 post a revised surcharge as directed or approved by the Commission.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.7 Taxes and Fees, (Cont'd.)

2.7.5 Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), unless otherwise stated in this Guide, a non-discountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

2.7.6 Carrier Cost Recovery Charge

The Carrier Cost Recovery charge will be applied to each line to recover costs associated with various federal regulatory fees and programs. It is not a tax or charge required by the government.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this Guide or separately agreed upon by the Customer and the Company. The Customer is responsible for all costs at his or her premises, including, but not limited to, personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.9 Installation

No installation of the Company's services at the Customer's premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Payment for Service

- 2.10.1 Billing and payment for service by New York Customers shall be according to applicable New York Rules and regulations. Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. Late payment fees for Customers who have their charges billed by an affiliated local exchange company will be the late payment fee applied by the affiliated local exchange company to overdue charges. Customers that are not billed by an affiliated local exchange company may be charged a late payment fee of 1.5% per month, or the maximum amount allowed by law, whichever is lower. The late payment fee will apply to any overdue charges and will begin to accrue no sooner than the 25th day after the billing date or as allowed by law. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency. 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 New York State Finance Law (Chapter 153 of the Laws of 1984).
- 2.10.2 The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or Customers. The Customer is also responsible for payment of charges for all other third persons' use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicates that such changes are appropriate.
- 2.10.3 The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via the Customer's Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization codes.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Payment for Service, (Cont'd.)

2.10.4 The Company shall assess a charge of \$10.00 for Residence Customers and \$20.00 for Business Customers, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

2.10.5 The Customer shall be responsible for payment of rates and charges for all calls placed by or through Customer's equipment by any person. In particular and without limitation of the foregoing, the Customer is responsible for payment of rates and charges for any calls placed by or through the Customer's equipment via any remote access features.

2.10.6 The Company reserves the right to examine the credit record or other available external sources of credit of an applicant or Customer. The Customer whose service has been disconnected for nonpayment of bills shall be required to pay any unpaid balance due to the Company before service is restored, and a deposit may be required.

2.10.7 The Company shall make no refund of overpayment by the Customer unless the claim for such overpayment, together with proper evidence, is submitted within two years of the date of alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits and adjustments have been applied.

2.10.8 Duplicate Bill Charge

A Residential Customer who requests a reprint of their monthly long distance bill that is older than six months and whose long distance charges are billed by an affiliated local exchange company will be assessed the charge applied by the affiliated local exchange company.

2.11 Deposits

Deposits may be applied to Customers subscribing to the Company's services.

2.12 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of, or in addition to, a security deposit. The advance payment shall be in an amount equal to, or less than, estimated installation charges plus two months' estimated billing.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.13 Interruption of Service

2.13.1 Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence or other wrongful act or omission of the Customer, or to the failure of services, channels, equipment and/or communications systems provided by the Customer or the Customer's agents, servants, employees, or Customers, are subject to the general liability provisions set forth in this Guide. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided, automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via dial access code.

2.13.2 For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.

For services with monthly recurring charges, credit is computed by multiplying the monthly recurring rate by the ratio that the number of hours in the period of interruption bears to 720 hours (30 days times 24 hours). The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges. Credits for services billed on a usage basis will be determined as set forth above.

2.13.3 An interruption is measured from the time the Customer notifies the Company of the interruption until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. Unless otherwise specified in this Guide, the credit for a billing period shall not exceed the monthly rate.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation, Suspension and Restoration of Service

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the cancellation of service for charges incurred before cancellation. The Customer shall pay such bills in full in accordance with the payment terms of this Guide.

2.14.1 Cancellation by the Customer

The Customer may have service canceled upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Cancellation of service is subject to early termination liability obligations set forth in this Guide.

2.14.2 Refusal, Suspension or Cancellation of Service without Prior Notice

- A. Service may be suspended by the Company, without prior notice to the Customer, by blocking traffic and all services to certain cities, countries, NPA-NXX exchanges, or individual telephone numbers, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful or fraudulent use of its service. The Company will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.
- B. For violation of law or this Guide: Except as provided elsewhere in this Guide, the Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, for any violation of terms of this Guide, for any actual or apparent violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)

2.14.2 Refusal, Suspension or Cancellation of Service without Prior Notice, (Cont'd.)

- C. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- D. For unauthorized or unlawful use of Authorization Codes: Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without prior notice.
- E. The Company may refuse, suspend or cancel service immediately and without prior notice in the event of excessive network usage which is determined to be fraudulent or beyond the Customer's demonstrated ability to pay.
- F. The Company may refuse, suspend or cancel service immediately and without prior notice in the event of Customer or Customer's authorized user use of equipment in such a manner as to adversely affect the Company's facilities and/or equipment or service to others.
- G. The Company may refuse, suspend or cancel service immediately and without prior notice in the event of tampering with the facilities and/or equipment or services owned by the Company or its suppliers and used to provide service under this Guide.
- H. The Company may refuse, suspend or cancel service immediately and without prior notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)

2.14.3 Refusal, Suspension or Cancellation of Service with Notice

The Company may refuse, suspend, or cancel service under the following conditions provided that, unless otherwise stated in this Guide, existing Customers shall be given 15 days written notice to comply with any rule or remedy any deficiency.

- A. The Company reserves the right to refuse, suspend, or cancel service for applicants or Customers who cannot show reasonable credit-worthiness or cannot satisfy deposit requirements set forth in this Guide.
- B. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue. Cancellation of service for nonpayment is subject to early termination liability obligations set forth in this Guide.
- C. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- D. For lack of use: The Company, by written notice to the Customer, may refuse, suspend or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- E. For use of service for any purpose other than that described in this Guide for the application for service.
- F. For neglect or refusal to provide reasonable access to the Company or its agents, employees, or contractors for the purpose of inspection and maintenance of facilities and/or equipment owned by the Company or its suppliers and used to provide service under this Guide.

2.14.4 Restoration of Service

If service has been refused, suspended or canceled for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the refusal, suspension, or cancellation (if other than nonpayment) is corrected.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)

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

A. General

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

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

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

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

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)

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

B. TSP Request Process

1. 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.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)

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

B. TSP Request Process, (Cont'd.)

1. Restoration, (Cont'd.)

- 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.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

B. TSP Request Process, (Cont'd.)

2. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.14.5.B.1 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 2.14.5.B.1.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.
- b. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)

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

C. Responsibilities of the End-User

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

1. Identify telecommunications services requiring priority.
2. 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).
3. Accept TSP services by the service due dates.
4. 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.
5. Pay the Company any authorized costs associated with priority services.
6. Report to the Company any failed or unusable services with priority levels.
7. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
8. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)

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

D. Responsibilities of the Company

The Company will perform the following:

1. Provide TSP service only after receipt of a TSP authorization code.
2. Revoke TSP services at the direction of the end-user or OPT.
3. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
4. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
5. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
6. Confirm completion of TSP service order activity to the OPT.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)

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

D. Responsibilities of the Company, (Cont'd.)

7. Participate in reconciliation of TSP information at the request of the OPT.
8. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
9. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
10. 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.
11. Disclose content of the NS/EP TSP database only as may be required by law.
12. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

E. Preemption

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

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.15 Application for Service

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's Guide, as amended from time-to-time which are lawfully on file or posted as required, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable Guides of the Company, as amended from time to time, which are lawfully on file or posted as required. Any change in rates or other Guide provisions which are lawfully made and for which required notice has been given shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer. Customer provision of false information or a failure by the Customer to provide material information, in an application for service (either written or verbal) shall be deemed an attempt to avoid payment or to otherwise defraud the Company. In such circumstances, the Company may, at its option and with proper notice, revoke the application and refuse, cancel or suspend any service provided to the Customer without further liability or obligation to the Customer.

2.16 Interconnection

2.16.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems. Customer is responsible for all charges billed by other carriers in connection with the use of service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.16 Interconnection, (Cont'd.)

2.16.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Guide and the other common carrier's tariffs.

2.16.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the services, facilities and equipment of the Company and its suppliers. If the Customer maintains or operates the interconnected services, facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company and its suppliers shall be made available to the Company for such inspection, tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.18 Local Charges and Wireless Air Time Charges

In certain instances, the Customer may be subject to local exchange company charges including, but not limited to, message unit charges or to wireless company air time charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such charges incurred by the Customer in gaining access to the Company's network.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.19 Automatic Number Identification Terms and Conditions

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

- 2.19.1 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 original call or transaction.
- 2.19.2 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.
- 2.19.3 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 2.19.4 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 Section 2.19.1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 2.19.5 The Company will make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- 2.19.6 Violations 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.

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

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.20 Schools and Libraries Discount Program

2.20.1 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 Guide 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 FCC's 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 federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.20 Schools and Libraries Discount Program, (Cont'd.)

2.20.2 Regulations

A. Obligation of eligible schools and libraries

1. Request for service

- a. 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.
- b. 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.
- c. Service requested will be used for educational purposes.
- d. Services will not be sold, resold or transferred in exchange for money or any other thing of value.

B. Obligations of the Company

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this Guide. Those services contained in this Guide which are excluded from the discount program, in accordance with the Rules are included as an attachment to this Guide.
2. 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).
3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Guide, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.20 Schools and Libraries Discount Program, (Cont'd.)

2.20.3 Discounted Rates for Schools and Libraries

- A. 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.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. 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.
- D. The discount matrix for eligible schools, libraries and consortia is included in the Price List Section of this Guide.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.22 Other Rules

- 2.22.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.
- 2.22.2 Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services at no charge to the Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.
- 2.22.3 Due to billing system limitations, where noted in this Guide, certain billing differences may exist based on the specific system utilized for developing and rendering the Customer's bill.
- 2.22.4 From time to time, the Company may offer complimentary limited use phone cards (total value not to exceed \$100) to potential business or residential Customers who respond to, or are targeted by advertising or marketing campaigns. The Company may also offer complimentary limited use phone cards to existing or returning Customers as an incentive to retain such Customers. The limited use phone card allows users to originate outbound, direct dialed domestic long distance calls via a toll free access number. All calls are rounded to the next higher full minute or unit. The limited use phone card shall expire on the date specified on the card, or in the absence of a physical card, on the date specified on the marketing material accompanying the complimentary calling service offer.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.23 CRITICAL FACILITIES ADMINISTRATION

2.23.1. 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.

2.23.2. 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."

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.23 CRITICAL FACILITIES ADMINISTRATION

2.23.3. Carrier Obligations

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

- a. 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.
- f. 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.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.23 CRITICAL FACILITIES ADMINISTRATION

2.23.4 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.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

3.1.1 PIC Change Waiver or Credit

Where appropriate arrangements are in place between the Company and an affiliated local exchange carrier, the Company will incur the PIC (Primary Interexchange Carrier) change charge directly on the Customer's behalf. Where such an arrangement does not exist, or at the Company's discretion, the Company will issue a bill credit by the third full month's invoice.

3.2 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all station-to-station calls begins when connection is established between calling party and the called party and ends when the calling party hangs up thereby releasing the network connection, except in cases where the switching facility is unable to detect called party disconnect. In such cases, the calling party controls the termination of the call. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network, or by an operator.

3.2.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual plans of this Product Guide.

3.2.4 Calls are measured and billed in one minute increments on a per call basis, unless otherwise indicated in this Product Guide. Fractional billing increments are rounded to the full billing increment as stated in the product description.

3.2.5 No charges apply to incomplete calls. An incomplete call is a station call in which the called station does not answer, or a person-to-person call in which the station does not answer or the requested person is unavailable, or a collect call for which the called party refuses to accept the charges.

3.2.6 Usage charges are computed on a per call basis. When computation of call charges result in fractional cents, the resulting charge is rounded to the nearest penny.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.4 Long Distance Message Telecommunications Service

3.4.1 General Description

Long Distance Message Telecommunications Service (LDMTS) is the basic long distance service offered to residential and business Customer for outbound direct-dialed calling, utilizing Customer-provided switched access lines that are presubscribed to the Company. LDMTS may also be offered for casual (i.e. access code) calling where such service is provided.

3.4.2 Rates and Charges

Calls are billed in one (1) minute increments after an initial minimum call duration of (1) one minute. Any partial minute is rounded up to a full minute.

A. Customer Dialed Direct Station-to-Station

The Customer Dialed Direct Station-to-Station class of service applies when the person originating the call dials the telephone number desired without the assistance of an operator and the call is billed to the calling station. It does not include calls from public or semi-public coin telephones.

B. For Current Rates - See Price List Section in this Guide.

3.5 Business and Residential Services

The FILD National and International Plans are available to both Residential and Business Customers.

3.5.1 FILD National Plan

The FILD National Plan includes up to 500 minutes of Long Distance calling to the 48 contiguous United States for one low monthly rate. International Calls and Calls to Alaska, Hawaii, and Puerto Rico are not included. The FILD National Plan is offered on a Month-to-Month basis and no contract is required. Minutes exceeding 500 for any billing period are billed at a per minute rate.

3.5.2 FILD International Plan

The FILD International Plan is offered on a Country by Country calling basis and is billed on a per minute basis plus a low monthly fee. The FILD International Plan is offered on a Month-to-Month basis and no contract is required.

PRICE LIST

1. FILD National Plan	
Monthly Recurring Charge	\$17.00
Per Minute Charge for minutes exceeding 500	\$00.03
Per Minute Charge for calls to Hawaii and Puerto Rico not included in plan	\$00.04
Per Minute Charge for calls to Alaska not included in plan	\$00.18
2. FILD International Plan	
Monthly Recurring Charge	\$ 3.00
Per Minute Charge - starting at rates	
- United Kingdom	\$00.07
- France	\$00.03
- Canada	\$00.03
For Per Minute charges for calling other Countries please contact our Customer Service team at 1-631-788-7001	
3. MTA Surcharge	0.6890%
4. Carrier Cost Recovery Fee	\$00.99

PROMOTIONS

There are currently no promotions.