

**METROPOLITAN TELECOMMUNICATIONS
d/b/a MetTel**

ACCESS SERVICES

REGULATIONS, RATES AND SCHEDULE OF INTRASTATE CHARGES

Applying to the Provision of Access Services within a
Local Access and Transport Area (LATA)
for Connection to Intrastate Communications Facilities
for Customers within the Operating Territory of
Metropolitan Telecommunications d/b/a MetTel
within the State of New York

Issued in compliance with an Order of the New York Public Service Commission
in Case No. 96-C-0504, Issued and Effective September 23, 1996.

CHECK SHEET

<u>Section</u>	<u>Page</u>	<u>Revision</u>	<u>Section</u>	<u>Page</u>	<u>Revision</u>	<u>Section</u>	<u>Page</u>	<u>Revision</u>
Title Sheet		Original	Section 2.	8.3	Original	Section 4.	1	Original
Check Sheet	1	10 th Revised*		9	Original	Section 5.	1	Original
Contents	1	Original		10	Original		2	Original
	2	Original		11	Original	Section 6.	1	Original
	3	Original		12	Original		2	Original
	4	Original		13	Original		3	Original
Section 1.	1	Original		14	Original	Section 7.	1	2 nd Rev.*
	2	1 st Revised		15	Original	Section 8.	1	Original
	3	Original		16	Original		2	Original
	4	Original		17	Original		3	Original
	5	Original		18	Original		4	Original
	6	Original		19	Original		5	Original
	6.1	Original		19.1	Original		6	Original
	6.2	Original		20	Original		7	Original
	6.3	Original		21	Original		8	Original
	6.4	Original		22	Original		9	Original
	6.5	Original		23	Original		10	Original
	6.6	Original		24	Original		11	Original
Section 2.	1	Original		25	Original		12	Original
	2	Original	Section 3.	1	1 st Rev.		13	Original
	3	1 st Rev.		2	Original		14	Original
	4	Original		3	Original	Rate Attach.	1	7 th Rev.
	5	3 rd Rev.		4	Original		2	6 th Rev.
	5.1	1 st Rev.		5	Original		2.1	5 th Rev.
	5.2	1 st Rev.		6	Original		3	2 nd Rev.
	5.3	1 st Rev.		7	Original		4	8 th Rev.
	5.4	1 st Rev.		8	Original		5	Original
	5.5	1 st Rev.		9	Original	Supplement 1	1	Original
	6	Original		10	Original			
	7	2 nd Rev.		11	Original			
	8	1 st Rev		12	Original			
	8.1	Original		13	Original			
	8.2	Original		14	Original			

Issued: May 2, 2016
 Issued by: Andoni Economou, Vice President
 55 Water Street, Floor 32
 New York, New York 10041

Effective: July 1, 2016

	PAGE
Section 1 – General Regulations	1
1.1 Application of Tariff.....	1
1.2 Definitions	1
1.3 Undertaking of the Company.....	6
Section 2 – Rules and Regulations.....	1
2.1 Use of Facilities and Service.....	1
2.2 Minimum Period of Service.....	3
2.3 Flexible Pricing.....	4
2.4 Payment for Services Rendered.....	5
2.5 Deposits	6
2.6 Advance Payments	7
2.7 Disputed Bills.....	7
2.8 Inspection, Testing and Adjustment.....	8
2.9 Suspension or Termination of Service.....	9
2.10 Obligations of the Customer	16
2.11 Automatic Number Identification.....	21
2.12 Determination of Mileage	25
Section 3 – Switched Access Service	1
3.1 General	1
3.2 Rate Categories.....	2
3.3 Obligations of the Company	4
3.4 Obligations of the Customer	7
3.5 Rate Regulations.....	9
3.6 Rates and Charges	14
Section 4 – Special Access Service.....	1
Section 5 – Carrier Common Line Service.....	1
5.1 General	1
5.2 Limitations.....	1
5.3 Application of Intrastate Charges.....	2
5.4 Rates and Charges	2

Section 6 – Special Arrangements1

 6.1 Special Construction..... 1

 6.2 Non-Routine Installation and/or Maintenance..... 3

 6.3 Individual Case Basis (ICB) Arrangements..... 3

Section 7 – Reciprocal Compensation1

 7.1 General 1

 7.2 Measurement of Access Minutes and Determination of Balance1

Section 8 – Billing and Collection1

 8.1 General 1

 8.2 Recording Service1

 8.3 Automatic Number Identification9

 8.4 Billing Name and Address Service10

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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

Section 1- GENERAL REGULATIONS

1.1 Application of Tariff

This tariff contains regulations, rates and charges applicable to the provision of access services by the Company to Customers.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

1.2 Definitions

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Section 1- GENERAL REGULATIONS

1.2 Definitions (Cont'd)

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY – Metropolitan Telecommunications d/b/a MetTel.

CONSTRUCTIVE ORDER – 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.

(T)
|
|
|
|
(T)

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Issued: May 17, 2011

Effective: June 17, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Section 1- GENERAL REGULATIONS

1.2 Definitions (Cont'd)

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Section 1- GENERAL REGULATIONS

1.2 Definitions (Cont'd)

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

Section 1- GENERAL REGULATIONS

1.2 Definitions (Cont'd)

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

Section 1- GENERAL REGULATIONS

1.3 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

Issued: March 16, 2000
Issued by: Andoni Economou, Vice President
44 Wall Street, 14th Floor
New York, New York 10005

Effective: April 16, 2000

Section 1- GENERAL REGULATIONS

1.3.1 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.

Issued: May 17, 2011

Effective: June 17, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Section 1- GENERAL REGULATIONS

1.3.1 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.

Issued: May 17, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Effective: June 17, 2011

Section 1- GENERAL REGULATIONS

1.3.2 Liability of the Company

- A. The liability of the Company for damages arising out of or associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, furnishing, preemption, termination, maintenance, repair or restoration of any service or facilities 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 not to exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, 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; criminal actions; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- C. 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 Carriers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities or due to the unauthorized use of services from Customer premises.

Issued: May 17, 2011

Effective: June 17, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Section 1- GENERAL REGULATIONS

1.3.2 Liability of the Company (cont'd.)

- E. 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 these provisions as a condition precedent to such installations.
- F. 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 Carriers shall be deemed to be agents or employees of the Company.
- G. The Company shall be indemnified, defended and held harmless by the End-User against any claim, loss or damage arising from End-User's or others 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; patent infringement claims arising from combining or using the service offered by the Company with facilities or equipment furnished by the End-User or others; or all other claims arising out of any act or omission of the End-User or others, in connection with any service provided by the Company pursuant to this tariff.
- H. The Company shall be indemnified, defended and held harmless by the Carrier against any claim, loss or damage arising from the Carrier's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Carrier's own communications; patent infringement claims arising from the Carrier's combining or using the service offered by the Company with facilities or equipment furnished by the Carrier **or** another Carrier; or all other claims arising out of any act or omission of the Carrier in connection with any service provided pursuant to this tariff.

Issued: May 17, 2011

Effective: June 17, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Section 1- GENERAL REGULATIONS

1.3.2 Liability of the Company (cont'd.)

- I. 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.
- J. 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.
- K. 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.
- L. 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.

Issued: May 17, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Effective: June 17, 2011

Section 1- GENERAL REGULATIONS

1.3.2 Liability of the Company (cont'd.)

- M. 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 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.

Issued: May 17, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Effective: June 17, 2011

Section 2- RULES AND REGULATIONS

2.1 Use of Facilities and Service

2.1.1 Use of Service

- a. Service may be used for any lawful purpose by the Customer or by any End User.
- b. 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.
- c. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- d. 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 account(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.
- e. Service may be used for any lawful purpose by the Customer or by any End User.
- f. 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.
- g. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

Issued: March 16, 2000
Issued by: Andoni Economou, Vice President
44 Wall Street, 14th Floor
New York, New York 10005

Effective: April 16, 2000

Section 2- RULES AND REGULATIONS

2.1 Use of Facilities and Service (Cont'd)

2.1.2 Limitations

- a. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. 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 tariff.
- b. 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 tariff), or when service is used in violation of provisions of this tariff or the law.
- c. 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 tariff, shall not be liable for errors in transmission or for failure to establish connections.
- d. 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 affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- e. 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.

Section 2- RULES AND REGULATIONS

2.3 Flexible Pricing

2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

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. Customer notification of a rate change 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.

Section 2- RULES AND REGULATIONS

2.4 Payment for Services Rendered

2.4.1

2.4.2

2.4.3

2.4.4 Application of Late Payment Charge

- a. Late payment charges do not apply to final accounts. (T)
- b. 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).

Issued: June 28, 2011

Effective: July 12, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Section 2- RULES AND REGULATIONS

2.4 Payment for Services Rendered (cont'd)

2.4.5 Payment of Charges

The customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company. Any objections to billed charges must be reported promptly to the Company.

2.4.6 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.

2.4.7 Billing and Collection of Charges

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 any known adjustments also will be applied to the current bill.

The Company shall present invoices for all Charges monthly to the Customer.

Customer bills for telephone service are due within 25 days of the invoice date. A customer is in default unless payment is made on or before the due date. If payment is not received by the customer's next billing date, a late payment charge of the greater of \$5.00 or 1.5% per month will be applied to all amounts previously billed under this Tariff, excluding current charges but including arrears and unpaid late payment charges.

Issued: June 14, 2011

Effective: June 27, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Section 2- RULES AND REGULATIONS

2.4 Payment for Service (cont'd)

2.4.7 Billing and Collection of Charges (cont'd)

In an action in a court to collect or attempt to collect any charges or other amounts due to Carrier under this tariff, if the Carrier asks the Court to award attorneys' fees, the Court may award the party which substantially prevails in the action (Carrier or Customer) any attorneys' fees and expenses reasonably incurred in that action, provided, however, that attorneys' fees and expenses may not be awarded against a party under this provision if the court finds that the position taken by that party had an objectively reasonable, good faith basis and was not inconsistent with established principles of law.

(C)
|
|
|
|
|
|
(C)

If a service is disconnected by the Company in accordance with Section 2.4.8 following and later restored, restoration of service will be subject to all applicable installation charges.

(D)
|
|
|
(D)
(T)

2.4.8 Refusal and Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving notice (pursuant Section 2.4.8 F 2 following) to the Customer, discontinue or suspend service without incurring any liability.

(T)

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

Section 2- RULES AND REGULATIONS

2.4 Payment for Service (cont'd)

2.4.8 Refusal and Discontinuance of Service (cont'd)

- 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.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.4.8.A or 2.4.8.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. (T)
- F. The Company may discontinue the furnishings of any and/or all service(s) to 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 2.4.8.F.1.(a-e), if (T)
 - (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

Issued: June 14, 2011

Effective: June 27, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Section 2- RULES AND REGULATIONS

2.4 Payment for Service (cont'd)

2.4.8 Refusal and Discontinuance of Service (cont'd)

(T)

F. (cont'd)

1. (cont'd)

- (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
- (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 2.4.8 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

(T)

Issued: June 14, 2011

Effective: June 27, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Section 2- RULES AND REGULATIONS

2.4 Payment for Service (cont'd)

2.4.8 Refusal and Discontinuance of Service (cont'd)

(T)

F. (cont'd)

1. (cont'd)

(e) (cont'd)

- 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

2.4.9 Suspension or Termination for Nonpayment

(N)

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 must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

Suspension or termination shall not be made until:

- a. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
- b. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service 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.

(N)

Issued: June 14, 2011

Effective: June 27, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Section 2- RULES AND REGULATIONS2.5 Deposits

- 2.5.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.5.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.5.3 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.
- 2.5.4 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 apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

Section 3- SWITCHED ACCESS SERVICE

3.4 Obligations of the Customer (Cont'd)

3.4.4 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(A) Scope (Cont'd)

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 Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

(B) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to MetTel's applicable tariffed interstate switched access rates as specified in MetTel's FCC Tariff.

(C) Calculation and Application of Percent-VoIP-Usage Factor

MetTel 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 a MetTel end user and the customer. The PVU will be derived and applied as follows:

1. The customer will calculate and furnish to MetTel a factor (the "PVU-C") representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with MetTel in the State, that (a) is sent to MetTel and that originated in IP format; or (b) is received from MetTel and terminated in IP format. This PVU-C shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

Section 3- SWITCHED ACCESS SERVICE

3.4 Obligations of the Customer (Cont'd)

3.4.5 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

2. MetTel will, likewise, calculate a factor (the “PVU-M”) representing the percentage of MetTel’s total intrastate and interstate access MOU in the State that MetTel originates or terminates on its network in IP format. This PVU-M shall be based on information, such as the number of MetTel’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. MetTel will use the PVU-C and PVU-M factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a MetTel end user and the customer that is originated or terminated in IP format, whether at MetTel’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-M factor times (1.0 minus the PVU-C factor).
4. MetTel will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-M is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. MetTel will bill 46% of the customer’s intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-M is 10% and the PVU-C is 0%. The PVU factor is equal to $0\% + (100\% \times 10\%) = 10\%$. MetTel will bill 10% of the customer’s intrastate access MOU at its applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-M factor is, the PVU is 100%. MetTel will bill 100% of the customer’s intrastate access MOU at MetTel’s applicable tariffed interstate switched access rates.

Section 3- SWITCHED ACCESS SERVICE

3.4 Obligations of the Customer (Cont'd)

3.4.4 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

5. If the customer does not furnish MetTel with a PVU-C pursuant to the preceding paragraph 1, MetTel will utilize a PVU equal to the PVU-M.

(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in MetTel's billing systems by January 1, 2012, MetTel will set the initial PVU equal to the PVU-M, as specified in subsection (C)(5), above.

(E) PVU Factor Updates

The customer may update the PVU-C factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to MetTel, 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. MetTel 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.

(F) PVU Factor Verification

Not more than twice in any year, MetTel may ask the customer to verify the PVU-C factor furnished to MetTel and customer may ask MetTel to verify the PVU-M factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-M factors.

Section 2- RULES AND REGULATIONS

2.9 Suspension or Termination of Service

2.9.1

(D)

(D)

Issued: May 17, 2011

Effective: June 17, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Section 2- RULES AND REGULATIONS

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, or
- (4) in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

Section 2- RULES AND REGULATIONS

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; or
- (2) Permitting fraudulent use.

Section 2- RULES AND REGULATIONS

2.9 Suspension or Termination of Service (Cont'd)

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 access service.
- (2) In the event that access 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 been terminated, and
 - (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.

Section 2- RULES AND REGULATIONS

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 (1) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (2) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

Section 2- RULES AND REGULATIONS

2.9 Suspension or Termination of Service (Cont'd)

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.

2.10 Obligations of the Customer

2.10.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

Section 2- RULES AND REGULATIONS

2.10 Obligations of the Customer (Cont'd)

2.10.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.10.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

Section 2- RULES AND REGULATIONS

2.10 Obligations of the Customer (Cont'd)

2.10.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.10.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.10.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

Section 2- RULES AND REGULATIONS

2.10 Obligations of the Customer (Cont'd)

2.10.7 Jurisdictional Reports

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.

A. Originating Access: Originating access minutes is only traffic originating from 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 2.10.7 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.

(T)/(N)

(T)/(N)

Section 2- RULES AND REGULATIONS

2.10 Obligations of the Customer (cont'd)

2.10.7 Jurisdictional Reports (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 2.10.7 A and 2.10.7 B 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.

Issued: May 17, 2011

Effective: June 17, 2011

Issued by:

Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Section 2- RULES AND REGULATIONS

2.10 Obligations of the Customer (Cont'd)

2.10.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.10.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- a. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- b. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

Section 2- RULES AND REGULATIONS

2.11 Automatic Number Identification

2.11.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

2.11.2 Up to 7 Digit Outpulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

Section 2- RULES AND REGULATIONS

2.11 Automatic Number Identification (Cont'd)

2.11.3 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:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

Section 2- RULES AND REGULATIONS

2.11 Automatic Number Identification (Cont'd)

2.11.3 Regulations (Cont'd)

- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company 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.
- f. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

Section 2- RULES AND REGULATIONS

2.11 Automatic Number Identification (Cont'd)

2.11.3 Regulations (Cont'd)

- g. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.11.4 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 the Public Service Law of the State of New York.

Section 3- SWITCHED ACCESS SERVICE

3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.1.1 Ordering Conditions

The Customer may order switched access through a Constructive Order 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.

(N)
|
|
|
|
(N)

Issued: May 17, 2011

Effective: June 17, 2011

Issued by: Andoni Economou, Vice President
55 Water Street, Floor 31
New York, New York 10041

Section 3- SWITCHED ACCESS SERVICE

3.2 Rate Categories

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport
- Common Line (see Section 5 of this Tariff)

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

Section 3- SWITCHED ACCESS SERVICE

3.2 Rate Categories (Cont'd)

3.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

a. Transmission Paths

The number of Transport Transmission Paths provided is based on the Customer's order and is determined by the Company.

b. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

Section 3- SWITCHED ACCESS SERVICE

3.3 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

Section 3- SWITCHED ACCESS SERVICE

3.3 Obligations of the Company (Cont'd)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

Section 3- SWITCHED ACCESS SERVICE

3.3 Obligations of the Company (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

Section 3- SWITCHED ACCESS SERVICE

3.4 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

a. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.10.7 preceding. Charges will be apportioned in accordance with those reports.

b. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

Section 3- SWITCHED ACCESS SERVICE

3.4 Obligations of the Customer (Cont'd)

3.4.6 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(B) Scope (Cont'd)

4. 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 Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

(D) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to MetTel's applicable tariffed interstate switched access rates as specified in MetTel's FCC Tariff.

(C) Calculation and Application of Percent-VoIP-Usage Factor

MetTel 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 a MetTel end user and the customer. The PVU will be derived and applied as follows:

5. The customer will calculate and furnish to MetTel a factor (the "PVU-C") representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with MetTel in the State, that (a) is sent to MetTel and that originated in IP format; or (b) is received from MetTel and terminated in IP format. This PVU-C shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

Section 3- SWITCHED ACCESS SERVICE

3.4 Obligations of the Customer (Cont'd)

3.4.7 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

6. MetTel will, likewise, calculate a factor (the “PVU-M”) representing the percentage of MetTel’s total intrastate and interstate access MOU in the State that MetTel originates or terminates on its network in IP format. This PVU-M shall be based on information, such as the number of MetTel’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
7. MetTel will use the PVU-C and PVU-M factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a MetTel end user and the customer that is originated or terminated in IP format, whether at MetTel’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-M factor times (1.0 minus the PVU-C factor).
8. MetTel will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-M is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. MetTel will bill 46% of the customer’s intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-M is 10% and the PVU-C is 0%. The PVU factor is equal to $0\% + (100\% \times 10\%) = 10\%$. MetTel will bill 10% of the customer’s intrastate access MOU at its applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-M factor is, the PVU is 100%. MetTel will bill 100% of the customer’s intrastate access MOU at MetTel’s applicable tariffed interstate switched access rates.

Section 3- SWITCHED ACCESS SERVICE

3.4 Obligations of the Customer (Cont'd)

3.4.4 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

5. If the customer does not furnish MetTel with a PVU-C pursuant to the preceding paragraph 1, MetTel will utilize a PVU equal to the PVU-M.

(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in MetTel's billing systems by January 1, 2012, MetTel will set the initial PVU equal to the PVU-M, as specified in subsection (C)(5), above.

(E) PVU Factor Updates

The customer may update the PVU-C factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to MetTel, 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. MetTel 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.

(F) PVU Factor Verification

Not more than twice in any year, MetTel may ask the customer to verify the PVU-C factor furnished to MetTel and customer may ask MetTel to verify the PVU-M factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-M factors.

Section 3- SWITCHED ACCESS SERVICE

3.5 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.2 Time of Day Usage Rates

Time of day usage rates are rates that apply only when a specific rate element is used. These are applied on a per access minute of use basis or a per call basis. Time of day usage rates are accumulated over a monthly period. Time of day usage rates apply to Switched Access Service as set forth for specific rate elements in paragraph 3.6 following.

a. Time of Day

The time when the connection is established, determined in accordance with the time (standard or daylight saving) legally in use at the point where the calling station is located, determines whether day, evening or night rates apply. Where usage begins in one rate period and ends in another, the rates in effect for the rate period in which such usage began will apply unless the local exchange carrier implements actual rate period billing. When split rate period billing is available, usage which begins in one rate period and ends in another will be billed at the rates applicable to each rate period.

Section 3- SWITCHED ACCESS SERVICE3.5 Rate Regulations (Cont'd)3.5.2 Time of Day Usage Rates (Cont'd)

b. Rate Periods

(1) N.Y. Metro LATA – IntraLATA Intrastate

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	8:00 A.M.	5:00 P.M.	Monday-Friday
Evening	5:00 P.M.	11:00 P.M.	Monday-Friday
Night	11:00 P.M.	8:00 A.M.	Monday-Thursday
	11:00 P.M.	8:00 A.M.	Weekend (Friday-Monday)

Section 3- SWITCHED ACCESS SERVICE3.5 Rate Regulations (Cont'd)3.5.2 Time of Day Usage Rates (Cont'd)

b. Rate Periods (Cont'd)

- (2) Albany LATA – Poughkeepsie LATA – Syracuse LATA –
-
- Binghamton LATA – Buffalo LATA - IntraLATA Intrastate

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	8:00 A.M.	5:00 P.M.	Monday-Friday
Evening	5:00 P.M.	11:00 P.M.	Monday-Friday
Night	11:00 P.M.	8:00 A.M.	Monday-Thursday
	11:00 P.M.	8:00 A.M.	Weekend (Friday- Monday)

Section 3- SWITCHED ACCESS SERVICE3.5 Rate Regulations (Cont'd)3.5.2 Time of Day Usage Rates (Cont'd)

b. Rate Periods (Cont'd)

(3) InterLATA Intrastate

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	8:00 A.M.	5:00 P.M.	Monday-Friday
Evening	5:00 P.M.	11:00 P.M.	Monday-Friday
Night	11:00 P.M.	8:00 A.M.	Monday-Thursday
	11:00 P.M.	8:00 A.M.	Weekend (Friday-Monday)

Section 3- SWITCHED ACCESS SERVICE

3.5 Rate Regulations (Cont'd)

3.5.3 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

a. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

b. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee	\$125.00
------------------	----------

Section 3- SWITCHED ACCESS SERVICE

3.6 Rates and Charges

3.6.1 Recurring Charges

See Rate Section

Issued: March 16, 2000
Issued by: Andoni Economou, Vice President
44 Wall Street, 14th Floor
New York, New York 10005

Effective: April 16, 2000

Section 4 – SPECIAL ACCESS SERVICE

[RESERVED FOR FUTURE USE]

Issued: March 16, 2000
Issued by: Andoni Economou, Vice President
44 Wall Street, 14th Floor
New York, New York 10005

Effective: April 16, 2000

Section 5 – CARRIER COMMON LINE SERVICE

5.1 General

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 Limitations

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

Section 5 – CARRIER COMMON LINE SERVICE

5.3 Application of Intrastate Charges

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.10.7 of this tariff.

5.4 Rates and Charges

See Rate Section

Section 6 – SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 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:

- a. Nonrecurring charges;
- b. Recurring charges;
- c. Termination liabilities; or
- d. Combinations of “a.”, “b.”, and “c.”

Section 6 – SPECIAL ARRANGEMENTS

6.1 Special Construction (Cont'd)

6.1.2 Termination Liability

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

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

Section 6 – SPECIAL ARRANGEMENTS

6.2 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.

6.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services 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. Service description
3. Rates and charges
4. Quantity
5. Length of the agreement.

Section 8 - BILLING AND COLLECTION

8.1 General

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

8.2 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

Issued: March 16, 2000
Issued by: Andoni Economou, Vice President
44 Wall Street, 14th Floor
New York, New York 10005

Effective: April 16, 2000

Section 8 - BILLING AND COLLECTION8.2 Recording Service (Cont'd)

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term “customer message” used herein denotes an intrastate call originated by a customer’s end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term “customer message” used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

Section 8 - BILLING AND COLLECTION

8.2 Recording Service (Cont'd)

8.2.1 Undertaking of the Company

- a. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- b. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

- c. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

Section 8 - BILLING AND COLLECTION

8.2 Recording Service (Cont'd)

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the Company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (a) and (b) preceding shall attach to the Company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

Section 8 - BILLING AND COLLECTION8.2 Recording Service (Cont'd)8.2.4 Payment Arrangements and Audit Provision

a. Notice and Scope

- (1) Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.
- (2) The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- (3) The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
- (4) The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
- (5) Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

Section 8 - BILLING AND COLLECTION

8.2 Recording Service (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

b. Payment of Expenses

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. “Special data extraction” for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

c. Requests for Examinations

- (1) in addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
- (2) An “examination” shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

Section 8 - BILLING AND COLLECTION

8.2 Recording Service (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

d. Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

e. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

f. Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start. When a customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

g. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth in paragraph 3.5.2 preceding will apply for the canceled special order.

Section 8 - BILLING AND COLLECTION

8.2 Recording Service (Cont'd)

8.2.5 Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

Issued: March 16, 2000
Issued by: Andoni Economou, Vice President
44 Wall Street, 14th Floor
New York, New York 10005

Effective: April 16, 2000

Section 8 - BILLING AND COLLECTION

8.3 Automatic Number Identification

Automatic Number Identification (“ANI”) provides the automatic transmission of a seven or ten digit number and information digits to the customer’s premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer’s premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer’s premises.

8.3.1 Rate Regulations

When ANI is delivered (with Feature Group D originating) and the customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the customer.

Section 8 - BILLING AND COLLECTION

8.4 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 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 services 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 company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

Section 8 - BILLING AND COLLECTION

8.4 Billing Name and Address Service (Cont'd)

8.4.1 Undertaking of the Company

- a. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The 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 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 as set forth in 8.2 preceding, may be the output from that service. The 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 company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.

- c. The 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 company customer records information system, 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 company will provide an indicator on the confidential records.
- e. The company will provide the most current BNA information resident in its database. 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 was originated.

Section 8 - BILLING AND COLLECTION

8.4 Billing Name and Address Service (Cont'd)

8.4.2 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 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 telephone 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 company in accordance with the company's procedures concerning confidential information. The 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 company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

Section 8 - BILLING AND COLLECTION

8.4 Billing Name and Address Service (Cont'd)

8.4.2 Obligations of the Customer (Cont'd)

- 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 company. The 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 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 company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

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 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 backbilling will be done based on the report. If the customer does not supply the report, the 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 company will assume the percentages to be the same as those provided in the order for service.

- f. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

Issued: March 16, 2000
Issued by: Andoni Economou, Vice President
44 Wall Street, 14th Floor
New York, New York 10005

Effective: April 16, 2000

Section 8 - BILLING AND COLLECTION

8.4 Billing Name and Address Service (Cont'd)

8.4.3 Rate Regulations

- a. A charge applies for each order for BNA information and for each telephone number or DTN number on a manual basis or mechanized basis. A charge applies for each message processed to supply BNA information on a mechanized basis.
- b. The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.
- c. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

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

The percentages provided in the reports as set forth in 8.4.2 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 charge per BNA order still applies.

RATE ATTACHMENTSection 8 – **BILLING AND COLLECTION**8.2 **Recording Service**

Recording, per customer message	\$0.0081
Assembling and Editing, per customer message	\$0.0102

8.3 **Automatic Number Identification**

Automatic Number Identification/SS7, per attempt	\$0.0121
--	----------

8.4 **Billing Name and Address Service**

Charge per BNA order	\$50.00
Query charge per telephone number:	
- Per verbal or written request	\$0.33
- Mechanized request	\$0.02
Master BNA List and Recent Change BNA List:	
- Written or Mechanized Request per listing	\$0.02

Issued: March 16, 2000
Issued by: Andoni Economou, Vice President
44 Wall Street, 14th Floor
New York, New York 10005

Effective: April 16, 2000

ADOPTION SUPPLEMENT

Metropolitan Telecommunications d/b/a MetTel hereby adopts, ratifies, and in every respect makes its own as if the same had been originally filed by it, P.S.C. No. 2 - Access, with the Public Service Commission, State of New York, by Metropolitan Telecommunications.

Issued: April 1, 1998
Issued by: Andoni Economou, Vice President
44 Wall Street, 14th Floor
New York, New York 10005

Effective: April 3, 1998