

This Product Guide, Verizon Long Distance LLC, New York Product Guide, replaces in its entirety Verizon Long Distance LLC New York New York PSC Tariff No. 2, currently on file with the Commission.

## INTEREXCHANGE TOLL SERVICES

Regulations and Rates

of

VERIZON LONG DISTANCE LLC

This Product Guide and associated Attachments includes the rates, charges, terms and conditions of service for the provision of non-basic Residential and Business Interexchange Toll Services by Verizon Long Distance LLC between locations in New York.

Customers may view this New York Residential and Business Services Product Guide on the Company's website at: [www.verizonldregulatory.com](http://www.verizonldregulatory.com).

## CHECK SHEET

Pages of this Product Guide, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original Product Guide and are currently in effect as of the date on the bottom of this page.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

## EXPLANATION OF SYMBOLS

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

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## SECTION 1 - DEFINITIONS

The following definitions are applicable to this Product Guide:

**Access Line** - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier or service provider.

**Account** - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service or telephone number and/or telephone numbers billed to the same Customer address. An Account may include multiple locations for the same Customer.

**Account Code** - A numerical code, assigned to the Customer, to enable the Company to complete calls as authorized by the Customer. Multiple Account Codes may be assigned to the Customer.

**Aggregator** - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided and to identify the Customer for billing purposes. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code. An example of an Authorization Code is a calling card account number and personal identification number.

**Business Customer** - For the purpose of this Product Guide, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

## SECTION 1 - DEFINITIONS, (Cont'd.)

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

Commission - New York Public Service Commission.

Company - Verizon Long Distance LLC unless stated otherwise.

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

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

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

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

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

ISDN - Integrated Services Digital Network

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

LEC - Local Exchange Company.

## SECTION 1 - DEFINITIONS, (Cont'd.)

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

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

PBX - Private Branch Exchange

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

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

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

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

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

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

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

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

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## SECTION 2 - TERMS AND CONDITIONS

### 2.1 Undertaking of the Company and Locations of Service

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

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

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

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

### 2.2 Use of Service

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

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

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

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

## 2.3 Limitations of Service

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

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

## 2.3 Limitations of Service, (Cont'd.)

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

## 2.4 Assignment or Transfer

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

## 2.5 Limitation of Liabilities

- 2.5.1 Except in cases of gross negligence or willful misconduct by the Company, the liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Product Guide (calculated on a proportionate basis where appropriate) for the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3 When the services or facilities of other common carriers or other service providers are used separately or in conjunction with the Company's services, facilities or equipment in establishing connection to points not reached by the Company's services, facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers, or other service providers, or their respective agents, servants or employees.

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

## 2.5 Limitation of Liabilities, (Cont'd.)

- 2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, meteorological phenomena, floods, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.
- 2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or customers, or by services, facilities or equipment provided by the Customer or such agents, servants, employees, or customers.
- 2.5.6 The Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by the Company. The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment which are transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of, its own telecommunications facilities.
- 2.5.7 WITH RESPECT TO SERVICE PROVIDED BY THE COMPANY, THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT STATED IN THIS PRODUCT GUIDE, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

## 2.6 Liabilities of the Customer

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

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

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

## 2.7 Taxes and Fees

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

2.7.2 To the extent that a municipality, other political subdivision or agency of government, or the Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or agency of government.

## 2.7.3 Gross Revenue Surcharge

The Gross Revenue Surcharge is applied monthly as a percentage of the recurring and nonrecurring rates and charges for all intrastate service except returned check charges and late payment charges. The applicable Gross Revenue Surcharge rates are shown on the Price List which is at the end of this Product Guide. Any changes to these rates will be filed on 15 days' notice to Customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised surcharge as directed or approved by the Commission.

## 2.7.4 MTA Surcharge

The MTA Surcharge is applied monthly as a percentage of the recurring and nonrecurring rates and charges for all intrastate services except returned check charges and late payment charges. The applicable MTA Surcharge rate for affected areas is shown in the Price List section which is at the end of this Product Guide. Any changes to these rates will be filed on 30 days' notice to Customers. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will post a revised surcharge as directed or approved by the Commission.

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

## 2.7 Taxes and Fees, (Cont'd.)

## 2.7.5 Pay Telephone Surcharge

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

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

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

Rate per Call:

See Price List.

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

## 2.8 Terminal Equipment

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

## 2.9 Installation

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

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.10 Payment for Service**

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

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

## 2.10 Payment for Service, (Cont'd.)

- 2.10.4 The Company shall assess a charge of \$10.00 for Residence Customers and \$20.00 for Business Customers, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.
- 2.10.5 The Customer shall be responsible for payment of rates and charges for all calls placed by or through Customer's equipment by any person. In particular and without limitation of the foregoing, the Customer is responsible for payment of rates and charges for any calls placed by or through the Customer's equipment via any remote access features.
- 2.10.6 The Company reserves the right to examine the credit record or other available external sources of credit of an applicant or Customer. The Customer whose service has been disconnected for nonpayment of bills shall be required to pay any unpaid balance due to the Company before service is restored, and a deposit may be required.
- 2.10.7 The Company shall make no refund of overpayment by the Customer unless the claim for such overpayment, together with proper evidence, is submitted within two years of the date of alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits and adjustments have been applied.
- 2.10.8 Duplicate Bill Charge
- A Residential Customer who requests a reprint of their monthly long distance bill that is older than six months and whose long distance charges are billed by an affiliated local exchange company will be assessed the charge applied by the affiliated local exchange company.

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

## 2.11 Deposits

2.11.1 Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. The Company shall pay simple interest on deposits at a rate prescribed by the Commission.

2.11.2 A deposit shall not exceed the estimated charges for two months service, plus installation, and shall be returned: 1) when an application for service has been canceled prior to the establishment of service; or 2) at the end of twelve (12) consecutive months of a satisfactory credit history; or 3) upon discontinuation of service. The Company shall apply the deposit against any outstanding balances due. If a credit balance exists after such application, the Company shall refund the balance to the Customer.

2.11.3 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

## 2.12 Advance Payments

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

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

## 2.13 Interruption of Service

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

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

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

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

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

## 2.14 Cancellation, Suspension and Restoration of Service

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

## 2.14.1 Cancellation by the Customer

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

## 2.14.2 Refusal, Suspension or Cancellation of Service without Prior Notice

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

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

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

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

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

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

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

## 2.14.3 Refusal, Suspension or Cancellation of Service with Notice

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

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

## 2.14.4 Restoration of Service

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

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

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

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

## A. General

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

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

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

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

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

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

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

## B. TSP Request Process

## 1. Restoration

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

- a. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
  1. National Security Leadership
  2. National Security Posture and U.S. Population Attack Warning
  3. Public Health, Safety, and Maintenance of Law and Order
  4. Public Welfare and Maintenance of National Economic Posture
- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

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

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

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

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

## 1. Restoration, (Cont'd.)

- c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- d. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- e. Submit the SF 315 to the OPT.
- f. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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

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

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

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

## 2. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.14.5.B.1 above for restoration priority assignment except for the following differences. The user should:

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.14.5.B.1.a above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.
- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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

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

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

## C. Responsibilities of the End-User

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

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

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

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

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

## D. Responsibilities of the Company

The Company will perform the following:

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

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

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

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

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

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

## E. Preemption

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

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

## 2.15 Application for Service

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

## 2.16 Interconnection

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

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

## 2.16 Interconnection, (Cont'd.)

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

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

## 2.17 Inspection, Testing and Adjustment

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

## 2.18 Local Charges and Wireless Air Time Charges

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

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

2.19 Automatic Number Identification Terms and Conditions

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

- 2.19.1 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's original call or transaction.
- 2.19.2 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 2.19.3 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 2.19.4 The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Section 2.19.1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 2.19.5 The Company will make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- 2.19.6 Violations of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

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

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

## 2.20 Schools and Libraries Discount Program

## 2.20.1 General

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

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

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

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

## 2.20.2 Regulations

- A. Obligation of eligible schools and libraries
  - 1. Request for service
    - a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
    - b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
    - c. Service requested will be used for educational purposes.
    - d. Services will not be sold, resold or transferred in exchange for money or any other thing of value.
- B. Obligations of the Company
  - 1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this Product Guide. Those services contained in this Product Guide which are excluded from the discount program, in accordance with the Rules are included as an attachment to this Product Guide.
  - 2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
  - 3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Product Guide, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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

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

## 2.20.3 Discounted Rates for Schools and Libraries

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

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

## 2.21 Health Care Providers Support Program

## 2.21.1 General

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

## 2.21.2 Regulations

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

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

## 2.21 Health Care Providers Support Program, (Cont'd.)

## 2.21.2 Regulations, (Cont'd.)

## D. Responsibility of eligible health care providers, (Cont'd.)

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

## E. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 2.21.3, to eligible health care providers to the extent that facilities and services are available and offered as specified in 2.21.1 preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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

## 2.21 Health Care Providers Support Program, (Cont'd.)

## 2.21.3 Rates and Charges

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

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

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

## 2.22 Other Rules

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

## SECTION 3 – DESCRIPTION OF SERVICE AND RATES

## 3.1 General

Presubscribed service is offered from locations served with equal access end offices.

The Company's service is available twenty-four hours per day, seven days a week, except as otherwise provided in the Company's Product Guide.

## 3.2 Timing of Calls

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

- 3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all station-to-station calls begins when connection is established between calling party and the called party and ends when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network, or by an operator.
- 3.2.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual plans of this Product Guide.
- 3.2.4 Calls are measured and billed in one minute increments on a per call basis, unless otherwise indicated in this Product Guide. Fractional billing increments are rounded to the full billing increment as stated in the product description.
- 3.2.5 No charges apply to incomplete calls. An incomplete call is a station call in which the called station does not answer, or a person-to-person call in which the station does not answer or the requested person is unavailable, or a collect call for which the called party refuses to accept the charges.
- 3.2.6 Usage charges are computed on a per call basis. When computation of call charges result in fractional cents, the resulting charge is rounded to the nearest penny.

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

## 3.3 Time-Of-Day Rate Periods

## 3.3.1 Optional Calling Plans

Unless otherwise specified in the product description in this Product Guide, the following time-of-day and day-of-week rate periods are applicable to all optional calling plan calls.

DAY RATE PERIOD	8:00 AM to 5:00* PM Monday through Friday
EVENING RATE PERIOD	5:00 PM to 11:00* PM Sunday through Friday
NIGHT/WEEKEND RATE PERIOD	11:00 PM to 8:00* AM Sunday through Friday, all day Saturday and Sunday until 5:00* PM

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs, unless otherwise stated in this Product Guide. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call, unless otherwise stated in this Product Guide.

## 3.3.2 Other Rate Periods

Peak:	Daytime Rate Period, per above.
Off Peak:	All other days and hours which are not included in Daytime Rate Period above.
Flat:	Twenty-four hours per day, seven days a week.

## 3.3.3 Long Distance Message Telecommunications Service and Operator Services

The following time of day periods apply to LDMTS and Operator Service Calls.

Peak:	7:00 AM - 7:00* PM, weekdays
Off-Peak:	7:00 PM - 7:00* AM, weekdays and all day on weekends.

\* to, but not including

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

## 3.4 Long Distance Message Telecommunications Service

## 3.4.1 General Description

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

This plan is an add-on service to the interstate LDMTS plan. A Minimum Spend Level Charge applies to Customers subscribing to this plan as specified in the Company's interstate Product Guide. See [www.verizonldregulatory.com](http://www.verizonldregulatory.com).

## 3.4.2 Rates and Charges

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

## A. Customer Dialed Direct Station-to-Station

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

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

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

## 3.5 Optional Residential Services

## 3.5.1 Timeless Bundle Service

Effective 11/1/12 this service is available only to existing Customers, at existing locations, without modification.

## A. General Description

Timeless Bundle Service is an optional calling plan offered to Residential Customers in conjunction with local services provided by affiliates of the Company, as described below.

This flat rated plan is available 24 hours a day, seven days a week for all interexchange direct dialed outbound calling. Timeless Bundle Service utilizes Customer-provided switched access lines that are presubscribed to the Company. This plan is offered only in conjunction with the corresponding interstate rate plan.

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

This calling plan is only offered where billing and system capability exist. To be eligible for this plan, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to one of the local service packages described below in accordance with the descriptions and regulations for the respective packages as contained in the relevant sections of the Verizon New York Inc. Product Guide.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.1 Timeless Bundle Service, (Cont'd.)

## B. Qualifying Local Services

Qualifying local services are optional residential service packages or billing arrangements that provide the Customer with a combination of basic local services and optional feature packages for one monthly charge. Feature selection is subject to availability.

The following optional residential service packages and/or billing arrangements that qualify for Timeless Bundle Service are listed below and are subject to availability:

Verizon Local Package Extra <sup>sm</sup> (formerly Local Package*)#	See Verizon New York Inc. - Product Guide
Verizon Local Package <sup>sm</sup> #	See Verizon New York Inc. - Product Guide
ValuePack #	See Verizon New York Inc. - Product Guide
Local Package Premium Unlimited ** #	See Verizon New York Inc. - Product Guide
Verizon Regional Package Extra <sup>sm</sup> (formerly Local Package Plus)#	See Verizon New York Inc. - Product Guide
Verizon Regional Package <sup>sm</sup> (formerly Local Package Basic)#	See Verizon New York Inc. - Product Guide
Verizon Regional Package Unlimited <sup>sm</sup>	See Verizon New York Inc. - Product Guide

\* - *This plan is no longer available to new Customers. Existing Customers who already qualified for this plan with Local Package prior to June 15, 2002, may continue to keep the service at existing locations.*

\*\* - *This plan is no longer available to new Customers. Existing Customers who already qualified for the plan with Local Package Premium Unlimited prior to April 21, 2003 may keep the service at existing locations.*

# - *Effective 06/16/2012 these Qualifying Local Services will no longer be available to new Customers.*

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

3.5 Optional Residential Services, (Cont'd.)

3.5.1 Timeless Bundle Service, (Cont'd.)

B. Qualifying Local Services, (Cont'd.)

Regional Essentials

See Verizon New York Inc. - Product Guide

Regional Value

See Verizon New York Inc. - Product Guide

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

3.5 Optional Residential Services, (Cont'd.)

3.5.1 Timeless Bundle Service, (Cont'd.)

C. Limitations of Service

The Customer who discontinues or cancels the Company's services or the affiliated local exchange carrier's qualifying service package or whose service is refused, canceled, or discontinued by the Company under this Product Guide or by the local exchange carrier shall forfeit eligibility of rates under this plan. The Customer who forfeits eligibility for this Timeless Bundle Service and remains presubscribed to the Company's service will default to TalkTime Service (30 Minute Allotment) rates described in the Rate Section unless another Optional Residential Service is selected by the Customer.

D. Rates and Charges

Timeless Bundle Service offers discounted rates as set forth in this Product Guide, beginning immediately after subscription. Customers who discontinue or cancel the Company's service or any qualifying affiliated local exchange carrier's service or whose service is refused, canceled, or discontinued by the Company under this Product Guide or by the local exchange carrier shall forfeit eligibility for discounted rates under this plan.

See Price List.

E. Monthly Recurring Charge

A Monthly Recurring Charge (MRC) is billed each month in advance and applies to each line presubscribed to the Company's Timeless Bundle Service. Interstate and international services are provided in accordance with the corresponding interstate and international tariffs and rate schedules. The MRC applies in full each month for each line, except in the case of the first and last month partial billing cycles where the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle. When service is used for both interstate and intrastate calling, the MRC applies only once.

See Price List.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.2 e-Values Service

Effective 11/1/12 this service is available only to existing Customers, at existing locations, without modification.

## A. General Description

e-Values Service is an optional calling plan offered to Residential Customers for outbound direct-dialed calling. Residential Customers enroll via the internet. e-Values Service Customers receive a flat rate per minute, 24 hours a day on Monday through Friday and a flat rate per minute, 24 hours a day on Saturdays and Sundays for all intrastate direct-dialed calling. e-Values Service utilizes Customer-provided switched access lines that are presubscribed to the Company. This Plan is only offered in conjunction with the corresponding interstate and international rate plans.

Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Any partial minute is rounded up to a full minute. Calls that cross rate period boundaries for e-Values Service are billed the rate in effect at the time of call origination for the duration of the call.

## B. Usage Rates

See Price List.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.2 e-Values Service, (Cont'd.)

## C. Monthly Recurring Charge

The Monthly Recurring Charge (MRC) is billed each month in advance and applies in full each month for each account, except in the case of first and last month partial billing cycles where the MRC will be prorated based on actual number of days the Customer had the service during the billing cycles. At the option of the Customer, the MRC can either apply per account, regardless of the number of lines on the account presubscribed to the Company's e-Values Service, or per line. The MRC is in addition to applicable usage rates. If the Customer elects to cancel e-Values Service, the MRC for the last month will prorated based on the time of disconnect.

See Price List.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.3 TalkTime Service

## A. General Description

TalkTime Service is an optional calling plan offered to Residential Customers for outbound direct-dialed calling. TalkTime Service utilizes Customer-provided switched access lines that are presubscribed to the Company.

This plan is provided only in conjunction with the corresponding interstate TalkTime Service. A single Minimum Spend Level Charge applies to the 30 Minute Allotment for TalkTime Service as specified in the Company's interstate Product Guide. See [www.verizonldregulatory.com](http://www.verizonldregulatory.com).

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

A Monthly Recurring Charge (MRC), applies, as described below.

Any promotions that discount usage or apply free minutes are not allowed with this plan.

## B. Usage Rates

See Price List.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.3 TalkTime Service, (Cont'd.)

## C. Monthly Recurring Charge

The MRC is billed each month in advance and applies in full each month for each account\*, regardless of whether or not the full allotment of minutes is used, except in the case of first and last month partial billing cycles where the MRC will be prorated based on actual number of days the Customer had the service during the billing cycles. One MRC applies per account, regardless of the number of lines presubscribed to the Company's TalkTime Service, in addition to the applicable usage rates. A fixed allotment of intrastate or interstate, interexchange interLATA and/or intraLATA domestic calling minutes (excluding minutes used for Operator Assisted Calls, Directory Assistance calls, and any International calling) is included in the MRC. Interstate service is provided in accordance with the corresponding posted Interstate Domestic Product Guide. When service is used for both interstate and intrastate calling, only one MRC applies. Additional minutes are available and billed on a per minute basis as described above. Unused minutes will not carry over to the next month.

\* The Existing Customer who wishes to retain usage and monthly fees on a per line basis may do so by establishing a separate billing account per line.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.4 Plan K Service - Unlimited

## A. General Description

Plan K Service – Unlimited is an optional calling plan offered for outbound direct-dialed interLATA interexchange calling to Residential Customers who also subscribe to a qualifying local services package as described below. Plan K Service – Unlimited utilizes Customer-provided switched access lines that are presubscribed to the Company. To be eligible for this service, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to a qualifying local services package.

Plan K Service – Unlimited offers unlimited minutes of calling during all time of day rate periods for direct dialed 1+ interLATA interexchange domestic calls. Minutes used for Operator Assisted Calling and Directory Assistance are excluded. All calls are recorded in one minute increments.

## B. Qualifying Local Services

The qualifying local services are optional residential service packages offered by a Verizon local exchange company (in Verizon local exchange company serving areas) or a non-affiliated local exchange company (outside of Verizon local exchange company serving areas) that provide the Customer with a combination of basic local service, intraLATA toll service, and an optional feature package for one monthly charge.

Plan K Service – Unlimited is offered to Customers in the Verizon local exchange company serving areas who also subscribe to one of the qualifying services provided by affiliates of the Company.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.4 Plan K Service - Unlimited, (Cont'd.)

## B. Qualifying Local Services, (Cont'd.)

Availability of this option is subject to regulatory approval of the corresponding service offering of the affiliate. The Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to the following service packages in accordance with the descriptions and regulations for the respective packages as contained in the relevant sections, as described below:

Verizon Regional Package <sup>sm</sup> (formerly Local Package Basic)*	See Verizon New York Inc. - Product Guide
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Verizon Regional Package Extra <sup>sm</sup> (formerly Local Package Plus)*	See Verizon New York Inc. - Product Guide
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Plan K Service – Unlimited is also offered to Customers outside of Verizon local exchange company serving areas who subscribe to a residential service package from a local exchange carrier with the same combination of services and features for one monthly charge as described in the Verizon local exchange company Product Guide referenced above. The Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to a qualifying service package.

\* - Effective 06/16/2012 these Qualifying Local Services will no longer be available to new Customers.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.4 Plan K Service - Unlimited, (Cont'd.)

## C. Limitations of Service

The Customer who discontinues or cancels the Company's service or the local exchange carrier's qualifying service package or whose service is refused, canceled, or discontinued by the Company under this Product Guide or by the local exchange carrier shall forfeit eligibility for rates under this plan.

The Customer who forfeits eligibility for Plan K Service – Unlimited and remains presubscribed to the Company's service will default to TalkTime Service (30 Minute Allotment) rates described in Current Rates Section of this Product Guide, unless the Customer selects another Optional Residential Service.

This Plan is available for residential Customer use. If the Customer uses the Plan for non-residential voice calling purposes, including but not limited to commercial facsimile, resale, telemarketing, prolonged internet connections, or autodialing, the Company may suspend, restrict or cancel the Customer's service, subject to applicable notice requirements. After applicable notice, the Company may also adjust the charges to TalkTime Service (30 Minute Allotment) rates.

The Customer who subscribes to Plan K Service – Unlimited is not eligible to participate in any free minutes promotions.

This calling plan is only offered where billing and system capability exists.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.4 Plan K Service - Unlimited, (Cont'd.)

## D. Rates and Charges

## 1. Application of Charges

A Monthly Recurring (MRC) is billed each month in advance and applies to each line presubscribed to the Company's Plan K Service – Unlimited. The MRC applies in full each month for each line, beginning with the first full month's bill. In the case of first and last month partial billing cycles the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle. Unlimited interLATA interexchange calling is included in the MRC as specified below (excluding minutes used for Operator Assisted calls and Directory Assistance calls).

## 2. Monthly Recurring Charge

Interstate and international services are provided in accordance with the corresponding interstate and international rate schedules. When service is used for both interstate and intrastate calling, the MRC specified below applies only once.

See Price List.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.5 Five Cents Plan Service

## A. General Description

Five Cents Plan Service is an optional calling plan offered to Residential Customers for outbound direct-dialed calling. This flat rate plan is available 24 hours a day, seven days a week for all interexchange direct dialed calling. Five Cents Plan Service utilizes Customer-provided switched access lines that are presubscribed to the Company.

This plan is an add-on service to the interstate Five Cents Plan Service plan. A Minimum Spend Level Charge applies to Customers subscribing to this plan as specified in the Company's interstate Product Guide. See [www.verizonldregulatory.com](http://www.verizonldregulatory.com).

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

This calling plan is only offered where billing and system capability exist.

## B. Value Option

Effective 11/1/12 this service is available only to existing Customers, at existing locations, without modification.

## 1. Description

The Value Option is offered to Five Cents Plan Customers in conjunction with local services provided by affiliates of the Company, as described below. To be eligible for this Option, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to the following service packages in accordance with the descriptions and regulations for the respective packages as contained in the relevant sections of the Verizon New York Inc. Product Guide.

This plan is an add-on service to the interstate Five Cents Plan Service Value Option. A Minimum Spend Level Charge applies to Customers subscribing to this plan as specified in the Company's interstate Product Guide. See [www.verizonldregulatory.com](http://www.verizonldregulatory.com).

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.5 Five Cents Plan Service, (Cont'd.)

## B. Value Option, (Cont'd.)

## 2. Qualifying Local Packages Types

Verizon Regional Package Extra <sup>sm</sup> (formerly Local Package Plus)#	See Verizon New York Inc. - Product Guide
Verizon Regional Package <sup>sm</sup> (formerly Local Package Basic)#	See Verizon New York Inc. - Product Guide
Verizon Local Package Extra <sup>sm</sup> (formerly Local Package)#	See Verizon New York Inc. - Product Guide
Verizon Local Package <sup>sm</sup> (formerly Local Package Standard#	See Verizon New York Inc. - Product Guide
Local Package Unlimited *-#	See Verizon New York Inc. - Product Guide
Regional Essentials	See Verizon New York Inc. - Product Guide
Regional Value	See Verizon New York Inc. - Product Guide

\* This plan is no longer available to new Customers. Existing Customers who already qualified for this plan with Local Package Unlimited prior to April 21, 2003 may continue to keep the service at existing locations.

# - Effective 06/16/2012 these Qualifying Local Services will no longer be available to new Customers.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.5 Five Cents Plan Service, (Cont'd.)

## B. Value Option, (Cont'd.)

## 3. Limitations of Service

Customers who cease purchasing one of the qualifying local service packages described in paragraph 2 above shall forfeit eligibility for the Value Option.

Customers who forfeit eligibility for this Option and remain presubscribed to the Company's service will default to Five Cents Plan rates as described in the Current Rates Section of this Product Guide unless another Optional Residential Service is selected by the Customer.

Customers who subscribe to this Value Option are not eligible to participate in promotions that would otherwise apply Five Cents Plan subscribers.

This Value Option is only offered where billing and system capability exist.

The Value Option is available only on lines that also have the qualifying local services. The Value Option does not apply to all lines in an account, unless each line qualifies separately.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.5 Five Cents Plan Service, (Cont'd.)

## C. Rates and Charges

## 1. Five Cents Plan Service Rates

## a. Application of Charges

A Monthly Recurring Charge (MRC) is billed each month in advance and applies per account, regardless of the number of lines presubscribed to the Company's Five Cents Plan Service. If there are multiple lines on an account, only one MRC will be assessed. Interstate and international services are provided in accordance with the corresponding interstate and international service terms and conditions. The MRC applies in full each month for each account, except in the case of the first and last month partial billing cycles where the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle. When service is used for both interstate and intrastate calling, the MRC applies only once.

## b. Rates

See Price List.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.5 Five Cents Plan Service, (Cont'd.)

## C. Rates and Charges, (Cont'd.)

## 2. Value Option Rates

Effective 11/1/12 this service is available only to existing Customers, at existing locations, without modification.

## a. Application of Charges

The Value Option offers discounted rates, beginning immediately after subscription. Customers that qualify for the Value Option will receive discounted rates for all International calling.

## b. Usage Rates

If the Customer subscribes to the Company's Five Cents Plan Service and to any of the qualifying services listed in Section 3.5.5.B.2:

See Price List.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.6 Plan N Service - Unlimited

## A. General Description

Plan N Service - Unlimited is an optional calling plan offered for outbound direct-dialed interLATA interexchange switched voice calling to Residential Customers who also subscribe to a qualifying local service package as described in “Qualifying Local Service” below.

This plan is available 24 hours a day, seven days a week for all interexchange direct-dialed outbound calling. This unlimited plan utilizes Customer-provided switched access lines that are presubscribed to the Company. To be eligible for this service, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to the qualifying local service package.

This plan offers unlimited minutes of calling during all time of day rate periods for direct-dialed 1+ interLATA interexchange domestic voice calls. Minutes used for international, Operator Assisted Calling and Directory Assistance are excluded.

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

3.5 Optional Residential Services, (Cont'd.)

3.5.6 Plan N Service – Unlimited, (Cont'd.)

B. Qualifying Local Service

The qualifying local service is an optional residential service package offered by a Verizon local exchange company (in Verizon local exchange company serving areas) or a non-affiliated local exchange company (outside of Verizon local exchange company serving areas) that provides the Customer with a combination of basic local service, unlimited intraLATA toll service, and a choice of up to three calling features for one monthly charge. Feature selection is subject to availability.

The following optional residential service package that qualifies for Plan N Service – Unlimited is listed below and is further described in the affiliated company's intrastate Product Guide. The qualifying service package is subject to availability and regulatory approval of the corresponding service offering of the affiliate. To be eligible for this service, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to the following service package in accordance with the descriptions and regulations for the respective package as contained in the relevant sections, as identified below:

Verizon Regional Package  
Unlimited<sup>sm</sup>

Verizon New York Inc. - Product Guide

This unlimited plan is also offered to Customers outside of Verizon local exchange company serving areas who subscribe to a residential service package from a local exchange carrier with the same combination of services and features for one monthly charge. The Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to the qualifying local service package.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.6 Plan N Service – Unlimited, (Cont'd.)

## C. Limitations of Service

The Customer who discontinues or cancels the Company's service or the local exchange carrier's qualifying local service package or whose service is refused, canceled, or discontinued by the Company under this Product Guide or by the local exchange carrier shall forfeit eligibility for rates under this plan. The Customer who forfeits eligibility for Plan N Service - Unlimited and remains presubscribed to the Company's service will default to TalkTime Service (30 Minute Allotment) rates described in the Price List Section of this Product Guide, unless the Customer selects another Optional Residential Service.

This Plan is available for residential Customer use. If the Customer uses the Plan for non-residential voice calling purposes, including but not limited to commercial facsimile, resale, telemarketing, prolonged internet connections, or autodialing, the Company may suspend, restrict or cancel the Customer's service, subject to applicable notice requirements. After applicable notice, the Company may also adjust the charges to TalkTime Service (30 Minute Allotment) rates.

The Customer who subscribes to Plan N Service - Unlimited is not eligible to participate in any domestic free minutes promotions.

This calling plan is only offered where billing and system capability exists.

The Customer who subscribes to Plan N Service - Unlimited may select any International Option.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.6 Plan N Service – Unlimited, (Cont'd.)

## D. Rates and Charges

## 1. Application of Charges

A Monthly Recurring (MRC) is billed each month in advance and applies to each line presubscribed to Plan N Service - Unlimited. The MRC applies in full each month for each line except in the case of the first and last month partial billing cycles where the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle. Unlimited interLATA interexchange calling is included in the MRC (excluding minutes used for international, Operator Assisted calls and Directory Assistance calls).

## 2. Monthly Recurring Charge

When service is used for both interstate and intrastate calling, the MRC applies only once.

See Price List.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.7 Discounted Plan for Disabled Customers

## A. General Description

This calling plan offers discounted rates for Residential Customers who have been certified as disabled by their local exchange carrier or who have been certified in writing by a licensed physician, audiologist, or speech pathologist as having a hearing or speech impairment which precludes oral communications and which requires that they communicate over telephone facilities by means other than voice, and who use a teletypewriter, facsimile machine, Code Com set, Teltrasensor set or other non-voice equipment for telephone communications will, upon application to the Company, receive reduced charges for Residential Customer-dialed station calls which do not require the intervention of an operator. Certification may also be provided by an authorized representative of a State or Federal agency that conducts programs for persons with hearing or speech impairments, or by pre-existing certifications establishing the impairment of hearing or speech such as those which qualify the person for social security benefits on the basis of total hearing impairment or for use of facilities of an agency for persons with hearing or speech impairment. The written certification of the speech or hearing impairment must be presented to the Company's Residence Service Center that serves the residence of the certified person.

The adjustment is provided for use by the Residential Customer with the speech or hearing impairment using a switched access line presubscribed to the Company and designated by the Residential Customer for such use, at a single residential location. Only one presubscribed line at a residence is authorized for this rate adjustment.

## B. Additional Terms and Conditions

If the Customer selects an alternative calling plan, no further discounts will be applied to that plan's rates.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.7 Discounted Plan for Disabled Customers, (Cont'd.)

## C. Operator Service Discounts

Rates for usage associated with operator assisted calling will also be reduced by applying the direct dial rates described in Rates and Charges instead of the Operator Services usage rate, unless the operator assisted rate is lower. In those cases, the lower rate will apply. In addition, the disabled Residential Customer who places a call from the presubscribed line with the assistance of an operator will receive the operator assistance at no charge.

## D. Directory Assistance Discount

Directory Assistance Charges will be waived for any Customer presubscribed to the Discounted Plan for Disabled Customers.

## E. Rates and Charges

Each call is billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Any partial minute is rounded up to a full minute. The Customer must be presubscribed to the Discounted Plan for Disabled Customers to obtain the discounted rates for Operator Services and Directory Assistance.

See Price List.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.8 Plan O Service - Unlimited

## A. General Description

Plan O Service - Unlimited is an optional calling plan offered for outbound direct-dialed interLATA interexchange switched voice calling to Residential Customers who also subscribe to a qualifying local service package as described in “Qualifying Local Service” below.

Plan O Service – Unlimited is available 24 hours a day, seven days a week for all interLATA interexchange direct-dialed outbound calling. This unlimited plan utilizes Customer-provided switched access lines that are presubscribed to the Company. To be eligible for this service, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to a qualifying local service package.

This plan offers unlimited minutes of calling during all time of day rate periods for direct-dialed 1+ interLATA interexchange domestic voice calls. Minutes used for international, Operator Assisted Calling and Directory Assistance are excluded.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.8 Plan O Service – Unlimited, (Cont'd.)

## B. Qualifying Local Service

The qualifying local services are optional residential service packages offered by a Verizon local exchange company (in Verizon local exchange company serving areas) or a non-affiliated local exchange company (outside of Verizon local exchange company serving areas) that provide the Customer with a combination of basic local service and unlimited intraLATA toll service for one monthly charge. One of the two qualifying local packages also includes additional calling features (e.g., voicemail, call waiting, caller ID).

The following optional residential service packages that qualify for Plan O Service – Unlimited are listed below and are further described in the affiliated company's intrastate Product Guide. The qualifying service packages are subject to availability and regulatory approval of the corresponding service offering of the affiliate. To be eligible for this service, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to one of the following service packages in accordance with the descriptions and regulations for the respective package as contained in the relevant sections, as identified below:

Regional Essentials                      See Verizon New York Inc. - Product Guide

Regional Value                              See Verizon New York Inc. - Product Guide

Plan O Service – Unlimited is also offered to Customers outside of Verizon local exchange company serving areas who subscribe to a residential service package from a local exchange carrier with the same combination of services and features for one monthly charge. The Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to one of the qualifying local service packages.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.8 Plan O Service – Unlimited, (Cont'd.)

## C. Limitations of Service

The Customer who discontinues or cancels the Company's service or the local exchange carrier's qualifying local service package or whose service is refused, canceled, or discontinued by the Company under this Product Guide or by the local exchange carrier shall forfeit eligibility for rates under this plan. The Customer who forfeits eligibility for Plan O Service - Unlimited and remains presubscribed to the Company's service will default to TalkTime Service (30 Minute Allotment) rates described in the Price List section of this Product Guide, unless the Customer selects another Optional Residential Service.

This Plan is available for residential Customer use. If the Customer uses the Plan for non-residential voice calling purposes, including but not limited to commercial facsimile, resale, telemarketing, prolonged internet connections, or autodialing, the Company may suspend, restrict or cancel the Customer's service, subject to applicable notice requirements. After applicable notice, the Company may also adjust the charges to TalkTime Service (30 Minute Allotment) rates.

The Customer who subscribes to Plan O Service - Unlimited is not eligible to participate in any domestic free minutes promotions.

This calling plan is only offered where billing and system capability exists.

The Customer who subscribes to Plan O Service - Unlimited may select any International Option.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.8 Plan O Service – Unlimited, (Cont'd.)

## D. Rates and Charges

## 1. Application of Charges

A Monthly Recurring Charge (MRC) is billed each month in advance and applies to each line presubscribed to Plan O Service - Unlimited. The MRC applies in full each month for each line except in the case of the first and last month partial billing cycles where the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle. Unlimited interLATA interexchange calling is included in the MRC (excluding minutes used for international, Operator Assisted calls and Directory Assistance calls).

## 2. Monthly Recurring Charge

When service is used for both interstate and intrastate calling, the MRC applies only once.

See Price List.

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

## 3.5 Optional Residential Services, (Cont'd.)

## 3.5.9 Verizon Single Rate Plan

## A. General Description

Verizon Single Rate Plan is an optional calling plan offered to Residential Customers for outbound direct-dialed domestic calling, utilizing Customer-provided switched access lines that are presubscribed to the Company. Verizon Single Rate Plan Residential Customers receive a single flat rate per minute, 24 hours a day, seven days a week for all intrastate direct-dialed domestic calling.

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

The direct dial flat rate does not apply to international, directory assistance or operator assisted calls.

## B. Rates and Charges – Maximum

## 1. Application of Charges

A Monthly Recurring Charge (MRC) is billed each month in advance and applies to each line presubscribed to Verizon Single Rate Plan. The MRC applies in full each month for each line except in the case of the first and last month partial billing cycles where the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle. When service is used for both interstate and intrastate calling, the MRC applies only once.

See Price List.

## 2. Rates

See Price List.

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

3.6 Optional Business Services

3.6.1 FirmRate Plus Plan

The FirmRate Plus Plan is offered to Business Customers for outbound direct dialed calling from presubscribed switched access lines at one flat per minute rate. Inbound (toll free) calling is also available for termination on switched access lines. Customers may select a one or three year term commitment in order to obtain lower rates.

This plan is an add-on service to the interstate FirmRate Plus plan. A Minimum Spend Level Charge applies to Customers subscribing to this plan as specified in the Company's interstate Product Guide. See [www.verizonldregulatory.com](http://www.verizonldregulatory.com).

A. Billing Increments

The billing increment and minimum call duration of each call is determined by the access method selected by the Customer and the call type. Partial increments are rounded to the next increment.

<u>Access Type/Call Type</u>	<u>Initial Increment</u>	<u>Additional Increment</u>
Switched Access	18 Seconds	6 seconds
Operator Assisted	1 minute	1 minute

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)****3.6 Optional Business Services, (Cont'd.)****3.6.1 FirmRate Plus Plan, (Cont'd.)****B. Termination Liability**

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is calculated by multiplying 35 percent (35%) of the Customer's Minimum Spend Level times the number of months remaining in the term.

The early termination charge will apply under the following circumstances:

1. When the Customer disconnects its entire account; or
2. When the Customer selects a shorter term.

The early termination charge will not apply under the following circumstances:

1. When the Customer's physical location changes, but the term plan is continued at the new location;
2. When the Customer negotiates the term plan for a longer term;
3. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
4. When the Customer changes plan prior to 60 days of service;
5. When the Customer returns to the Company and the same term length agreement as a result of a winback program; or
6. When the Customer moves from a one or three year term on FirmRate Plus Plan to either a one or three year term on FirmRate Advantage Plan, FlexDistance Plan or Simple Options Plan.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they choose to make a change, either to a different term commitment or to a different plan.

**C. Usage Rates**

Usage Rates are determined according to the Term Commitment selected by the Customer.

See Price List.

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

## 3.6 Optional Business Services, (Cont'd.)

## 3.6.2 FirmRate Advantage Plan

## A. General Description

The FirmRate Advantage Plan is offered to Business Customers for outbound direct dialed calling from presubscribed switched access lines at one flat per minute rate. Inbound (toll free) calling is also available for termination on switched access lines. Customers may select a one or three year term commitment in order to obtain lower rates.

This plan is an add-on service to the interstate FirmRate Advantage plan. A Minimum Spend Level Charge applies to Customers subscribing to this plan as specified in the Company's interstate Product Guide. See [www.verizonldregulatory.com](http://www.verizonldregulatory.com).

## B. Billing Increments

The billing increment and minimum call duration of each call is determined by the access method selected by the Customer and the call type. Partial increments are rounded up to the next increment.

<u>Access Type/Call Type</u>	<u>Initial Increment</u>	<u>Additional Increment</u>
Switched Access (Month to Month)	60 seconds	6 seconds
Switched Access (1 & 3 Year Term)	18 seconds	6 seconds
Operator Assisted	60 seconds	60 seconds

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)****3.6 Optional Business Services, (Cont'd.)****3.6.2 FirmRate Advantage Plan, (Cont'd.)****C. Termination Liability**

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is calculated by multiplying 35 percent (35%) of the Customer's Minimum Spend Level times the number of months remaining in the term.

The early termination charge will apply under the following circumstances:

1. When the Customer disconnects its entire account; or
2. When the Customer selects a shorter term.

The early termination charge will not apply under the following circumstances:

1. When the Customer's physical location changes, but the term plan is continued at the new location;
2. When the Customer negotiates the term plan for a longer term;
3. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
4. When the Customer changes plan prior to 60 days of service;
5. When the Customer returns to the Company and the same term length agreement as a result of a winback program; or
6. When the Customer moves from a one or three year term on FirmRate Advantage Plan to either a one or three year term on FirmRate Plus Plan or FlexDistance Plan.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they choose to make a change, either to a different term commitment or to a different plan.

**D. Rates and Charges****1. Usage Rates**

Usage Rates are determined according to the Term Commitment selected by the Customer.

See Price List.

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

## 3.6 Optional Business Services, (Cont'd.)

## 3.6.3 FlexDistance Plan

## A. General Description

The FlexDistance Plan is offered to Business Customers for outbound direct dialed calling from presubscribed switched access lines at one flat per minute rate, regardless of distance. A Monthly Usage Guarantee (MUG) applies to the monthly billing. The FlexDistance Customer may choose to commit to a higher spend level in exchange for a lower per minute usage rate. Inbound (toll free) calling is also available for termination on switched access lines. Customers may select a one or three year term commitment in order to obtain lower rates.

This plan is an add-on service to the interstate FlexDistance Plan. See [www.verizonldregulatory.com](http://www.verizonldregulatory.com).

## B. Rates and Charges

## 1. Billing Increments

The billing increment is determined by the MUG selected by the Customer. Partial increments are rounded to the next increment.

<u>Switched Access Monthly Usage Guarantee</u>	<u>Initial Increment</u>	<u>Additional Increment</u>
\$24.00	1 minute	6 seconds
\$40.00	1 minute	6 seconds
\$65.00	1 minute	6 seconds
\$150.00	30 Seconds	6 seconds
\$300.00	30 Seconds	6 seconds
\$500.00	30 Seconds	6 seconds
\$750.00	30 Seconds	6 seconds
\$1,000.00	30 Seconds	6 seconds
\$1,500.00	30 Seconds	6 seconds

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

## 3.6 Optional Business Services, (Cont'd.)

## 3.6.3 FlexDistance Plan, (Cont'd.)

## B. Rates and Charges, (Cont'd.)

## 2. Monthly Usage Guarantee

Customers whose total monthly long distance usage charges do not meet their subscribed Monthly Usage Guarantee (MUG) level will be assessed the difference between their total long distance usage charges and their subscribed MUG.

Direct dialed calls, operator assisted calls, directory assistance calls, Toll Free calls and Monthly Recurring Charges, International Plan Monthly Recurring Charges, free minute promotions and percentage discount promotions will contribute toward meeting the MUG. Only charges of the Company will contribute to the MUG. Taxes, surcharges, Federal Access Charges and charges billed by other carriers, including charges billed by Company's affiliates, on the Customer's bill will not contribute to the MUG.

Usage Rates are determined according to the Term Commitment and MUG selected by the Customer.

See Price List.

## 3. Supplemental Discount

The Supplemental Discount is available to new and returning Customers who establish new service with a one or three year term. Existing Customers who agree to modify their service by accepting a new contract term of one or three years will also be offered the Supplemental Discount.

The Supplemental Discount applies to the cumulative usage each billing cycle and is at the percent shown below.

See Price List.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)****3.6 Optional Business Services, (Cont'd.)****3.6.3 FlexDistance Plan, (Cont'd.)****C. Termination Liability**

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is calculated by multiplying 35 percent (35%) of the Customer's Monthly Usage Guarantee multiplied times the number of months remaining in the term.

Early termination charge will apply in all instances where the Flex Plan is terminated by the Customer, including:

1. When the Customer disconnects its entire account;
2. When the Customer selects a shorter term; or
3. When the Customer negotiates a reduction in their monthly spending commitment more than one level during a billing cycle.

Early termination charge will not apply under the following circumstances:

1. When the Customer's physical location changes, but the term plan is continued at the new location;
2. When the Customer negotiates the term plan for a longer term;
3. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
4. When the Customer changes plan prior to 60 days of service;
5. When the Customer returns to the Company as a result of a winback program;
6. When the Customer reduces their term monthly spend level one level during a billing cycle; or
7. When the Customer moves from a one or three year term on Flex Distance Service to Unlimited Long Distance Service.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they notify the Company of a change to a different term commitment/minimum usage guarantee or to a different plan. If the Customer continues without changing, they will still be liable to the MUG to which they were originally subscribed.

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

## 3.6 Optional Business Services, (Cont'd.)

## 3.6.4 Business Unlimited Long Distance Service

## A. General Description

Business Unlimited Long Distance Service is an optional calling plan offered for unlimited outbound direct-dialed 1+ interLATA interexchange voice calling and discounted Toll Free voice usage to Business Customers who also subscribe to qualifying local services from their local exchange company, as described below. Business Unlimited Long Distance Service utilizes Customer-provided switched access lines that are presubscribed to the Company. To be eligible to receive this service, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that it also subscribes to all qualifying local services and is subject to all restrictions regarding this service. This service is offered to both single line and multi-line Customers subject to the restrictions noted below.

## B. Qualifying Local Services

The Customer must have all qualifying local services described below from their local exchange company to qualify for Business Unlimited Long Distance Service. To qualify for Business Unlimited Long Distance Service, the Customer must subscribe to a qualifying business dial tone service, business exchange service or digital centrex plus service on no more than 10 qualifying lines that include:

1. Unlimited local exchange calling, and
2. Unlimited IntraLATA toll calling.

Such qualifying local business plans must provide unlimited local and IntraLATA calling for a flat rate monthly price.

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

## 3.6 Optional Business Services, (Cont'd.)

## 3.6.4 Business Unlimited Long Distance Service, (Cont'd.)

## C. Limitations of Service

Business Unlimited Long Distance Service is not available with the following local/intraLATA business services: FlexGrow type services, PBX trunks, ground start lines or trunks, ISDN services, remote call forwarding services, foreign exchange services, public telephone services, public access smart-pay lines, flexpath services, analog to digital conversion digital PBX services, WATS services or the equivalents of any such services.

Business Unlimited Long Distance Service is only available to Customers who, at the time of service initiation, subscribe to twenty-five (25) or fewer qualifying business dial tone lines (voice grade or voice grade equivalent) from their local exchange company.

The Customer may discontinue enrollment in Business Unlimited Long Distance Service at any time upon request to the Company. The Customer who discontinues or cancels the Company's service or the local exchange carrier's qualifying services or whose service is refused, canceled or discontinued by the Company under this Product Guide or by the local exchange carrier shall forfeit eligibility for rates under this plan.

The Customer who forfeits eligibility for this Business Unlimited Long Distance Service and remains presubscribed to the Company's service will default to FirmRate Plus depending on the Customer's presubscribed service. If there is no other plan on the Customer's account or for single line accounts, the Customer will default to FirmRate Plus Plan, FirmRate Advantage Plan or FlexDistance Plan unless the Customer selects another Optional Business Service.

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

## 3.6 Optional Business Services, (Cont'd.)

## 3.6.4 Business Unlimited Long Distance Service, (Cont'd.)

## C. Limitations of Service, (Cont'd.)

This service may only be used for voice applications and incidental non-broadcast facsimile usage, and may not be used for the transmission of data, for internet connections, or for any other non-voice application. This service may also not be used for resale, autodialing, predictive dialers, or facsimile broadcasting, blasting, or spamming. If the Customer uses this service for any non-eligible purpose, including but not limited to the examples noted above, the Company may immediately suspend, restrict or cancel the service without advance notice. The Company may also adjust the charges to FirmRate Plus Plan, FirmRate Advantage Plan or FlexDistance Plan as a result of the Customer's use of the service for non-eligible uses as set forth herein.

This calling plan is only offered where billing and system capabilities exist.

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

## 3.6 Optional Business Services, (Cont'd.)

## 3.6.4 Business Unlimited Long Distance Service, (Cont'd.)

## D. Rates and Charges

## 1. Application of Charges

A Monthly Recurring Charge (MRC) is billed each month in advance and applies to each line presubscribed to the Company's Business Unlimited Long Distance Service. The MRC applies in full each month for each line regardless of the amount of qualifying usage. In the case of first and last month partial billing cycles, the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle.

Only charges for direct dialed outgoing voice minutes of use are covered under the MRC for this plan. All other charges for usage and services, including but not limited to International calling, Directory Assistance services, Operator Assisted services, collect or person to person calls, 900, 700, 976 calls, calls to access information services, internet usage, fees and surcharges are not included as part of the MRC with this plan and will be charged separately.

Discounted rates as described below apply to Toll Free usage. Such usage is charged separately and is not part of the unlimited usage provided under this plan. For Toll Free calls, partial increments are rounded up to the next increment. All calls are rated at 60 seconds for the initial increment, and 6 seconds for each additional increment.

## 2. Rates

See Price List.

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

## 3.6 Optional Business Services, (Cont'd.)

## 3.6.4 Business Unlimited Long Distance Service, (Cont'd.)

## E. Bundled Service Option

## 1. General Description

The Bundled Service Option is offered to Business Unlimited Long Distance Service Customers who also subscribe to qualifying services provided by affiliates of the Company, as described below. Availability of this option is subject to regulatory approval of the corresponding service offering of the affiliate. To be eligible for this Option, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that it also subscribes to the following service package in accordance with the descriptions and regulations for the respective packages as contained in the relevant sections of the affiliates Product Guides as described below.

Unlimited Local Usage for Business -	Verizon New York, Inc. Product Guide
Unlimited Local and Toll Usage Plan for Business -	Verizon New York, Inc. Product Guide
Unlimited Dial Tone Line (DTL) Package for Business and Unlimited CustopAK Basic Package for Business*	Verizon New York, Inc. Product Guide
Single Line Business PAK*	Verizon New York, Inc. Product Guide
Solutions for Business Bundle	Verizon New York, Inc. Product Guide

\* Effective March 17, 2012, Unlimited Dial Tone Line (DTL) Package for Business and Unlimited CustopAK Basic Package for Business, and Single Line Business PAK will no longer be offered as qualifying local services for the Unlimited Bundled Service Option. Service is limited to existing Customers at existing locations.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)****3.6 Optional Business Services, (Cont'd.)****3.6.4 Business Unlimited Long Distance Service, (Cont'd.)****E. Bundled Service Option, (Cont'd.)****2. Limitations of Service**

The Bundled Service Option is only offered where billing and system capabilities exist and is not available with local business FlexGrow services, PBX trunks, ground start lines or trunks, ISDN services, remote call forwarding services, foreign exchange services, public telephone services, flexpath, and analog to digital conversion digital PBX services or the equivalents of any such services.

The Bundled Service Option is only available to Customers who, at the time of service initiation, subscribes to 25 or fewer qualifying business dial tone lines (voice grade or voice grade equivalent), per account or per Customer location, from an affiliated local exchange company, pursuant to the applicable affiliated local exchange company's Product Guides. The Bundled Service Option may only be purchased on up to ten (10) qualifying lines, per account or per Customer location, pursuant to the applicable affiliated local exchange company's Product Guides.

This service may only be used for voice applications and incidental non-broadcast facsimile usage, and may not be used for the transmission of data, for internet connections, or for any other non-voice application. This service may also not be used for resale, autodialing, predictive dialers, or facsimile broadcasting, blasting, or spamming. If the Customer uses this service for any non-eligible purpose, including but not limited to the examples noted above, the Company may immediately suspend, restrict or cancel the service without advance notice. The Company may also adjust the charges to FirmRate Plus Service, described in Section 3.6.1 a result of the Customer's use of the service for non-eligible uses as set forth herein.

The Customer who forfeits eligibility for this Bundled Service Option and remains presubscribed to the Company's service will default to either FirmRate Plus Service or SimpleOptions depending on the Customer's presubscribed service. If there is no other plan on the account, the Customer will default to FirmRate Plus Service as described in Section 3.6.1 unless the Customer selects another Optional Business Service.

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

## 3.6 Optional Business Services, (Cont'd.)

## 3.6.4 Business Unlimited Long Distance Service, (Cont'd.)

## E. Bundled Service Option, (Cont'd.)

## 3. One Year Term Option

The Customer has the option to commit to a one year term for the service. This option is only available when Customer agrees to a one year term on the qualifying services provided by affiliates of the Company.

The one-year term option shall be available to Customers on a per line basis and is not required to be co-terminus among all of the Customer's lines. At the end of the one year term or any subsequent renewal, the agreement will automatically be renewed for an additional one year term on the same terms and conditions, unless either party provides advance notice that it does not wish to renew the term. The Customer shall have sixty days prior to the end of the initial term or subsequent renewal to cancel such term option without the imposition of termination charges. Pricing will remain the same during any renewal unless Verizon has provided 30 days notice of any change.

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

3.6 Optional Business Services, (Cont'd.)

3.6.4 Business Unlimited Long Distance Service, (Cont'd.)

E. Bundled Service Option, (Cont'd.)

4. Termination Liability

If the one year term option is chosen, the Customer may terminate service within the first 60 calendar days from the Order Completion Date. If terminated within this 60-day period, the Customer shall not be responsible for any termination charges. The Customer will be responsible for any charges incurred up to the date of termination. If the Customer terminates service after such 60-day period and prior to the completion of the one year term, the Customer shall be liable for an early termination charge of 25% of the monthly recurring charge for each month remaining in the one year term plus all charges incurred up to the date of termination.

An early termination charge will not apply under the following circumstances.

- a. When the Customer's physical location changes, but the term plan is continued at the new location;
- b. When the Customer moves to a jurisdiction where the Company is prohibited from offering service or where the qualifying services are not offered by the Company's affiliates;
- c. When the Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
- d. When the Customer changes to another service or usage plan or upgrades service or usage under a term commitment, and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)****3.6 Optional Business Services, (Cont'd.)****3.6.4 Business Unlimited Long Distance Service, (Cont'd.)****E. Bundled Service Option, (Cont'd.)****5. Bundled Service Option Rates and Charges****a. Application of Charges**

A Monthly Recurring Charge (MRC) is billed each month in advance and applies to each line presubscribed to the Company's Business Unlimited Long Distance Service Bundled Service Option Service. The MRC applies in full each month for each line regardless of the amount of qualifying usage. In the case of first and last month partial billing cycles, the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle.

Only charges for direct dialed outgoing voice minutes of use are covered under the MRC for this plan. All other charges for usage and services, including but not limited to International calling, Directory Assistance services, Operator Assisted services, collect or person to person calls, 900, 700, 976 calls to access information service, internet usage, fees and surcharges are not included with this plan and will be charged separately.

Discounted rates as described below apply to Toll Free usage. Such usage is charged separately and is not part of the unlimited usage provided under this plan. For Toll Free calls, partial increments are rounded up to the next increment. All calls are rated at 60 seconds for the initial increment, and 6 seconds for each additional increment.

**b. Rates**

See Price List.

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**SECTION 4 - MISCELLANEOUS SERVICES****4.1 Directory Assistance**

Directory Assistance provides to the Customer available published telephone numbers of switched voice telephone service subscribers based on name or name and address information provided by the Customer to the Directory Assistance operator. The Directory Assistance charge applies to each call by the Customer requesting Directory Assistance regardless of whether the Directory Assistance bureau is able to furnish the requested telephone number. Directory Assistance will provide the Customer with up to two telephone numbers per call. If the Customer should disconnect the call prior to being provided the two telephone numbers, the Directory Assistance charge is applicable. All applicable service charges and surcharges apply in addition to the Directory Assistance charge specified below. If the Customer receives an incorrect telephone number and notifies the Company, a billing credit for Directory Assistance charges shall be provided.

The Directory Assistance charge will be waived for calls to Directory Assistance (other than Directory Assistance Call Completion) by a properly certified hearing impaired Customer who utilizes a TDD to access the service.

**4.1.1 Directory Assistance Rates**

Per Call	See Price List.
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**4.1.2 Directory Assistance Call Completion Rates**

When the Customer elects to have the Company automatically place the call to the requested number, a Directory Assistance with Call Completion Charge applies in addition to the Directory Assistance Charge, and in addition to all other applicable charges. The applicable usage charge is the rate shown below, unless the Customer is presubscribed to an optional calling plan, in which case the optional calling plan rates apply.

Per Completed Call	See Price List.
--------------------	-----------------

Rate Per Minute	See Price List.
-----------------	-----------------

## SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)

## 4.2 Operator Services

Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this Product Guide. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

- 4.2.1 Operator services may be used by a Customer and by an aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Operator Station, Person-to-Person, Collect, Third-Party, and/or calling card calls.
- 4.2.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component and a fixed per-call service charge based upon the type of operator service provided.
- 4.2.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.2.8 below.
- 4.2.4 The fixed per-call service charge portions of the charge for an Operator Assisted Call are set forth in Section 4.2.7.
- 4.2.5 The Company shall not bill the Customer for any surcharges or fees imposed by the Aggregator. With respect to charges imposed by the Aggregator for the use of the telephone, the Aggregator is responsible for charging a flat rate and for posting of the charge in plain view at each telephone.
- 4.2.6 Service may be suspended by the Company, without notice to the Customer or the aggregator, by blocking traffic to certain countries, cities, or NPA-NXX exchanges, or individual telephone numbers, or by blocking calls using certain Customer Authorization Codes or calling cards, when the Company deems it necessary to take such action to prevent unlawful use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available calling card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer or Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

## SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)

## 4.2 Operator Services, (Cont'd.)

## 4.2.7 Per-Call Service Charges

The following Per-Call Service Charges apply in addition to the charges specified in Section 4.2.8 Operator Services, and in addition to all other surcharges and fees, when applicable. When more than one service charge applies to the same call, only the higher of the two charges is applied. The following charges apply in all rate periods.

See Price List.

## 4.2.8 Usage Charges

See Price List.

## SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)

## 4.3 Toll Free Services

## 4.3.1 Business Toll Free Service

## A. General Description

Business Toll Free Service provides for the termination of inbound toll free calls to one party exchange access lines or to dedicated access facilities. When service is used for both interstate and intrastate calling, fixed charges apply only once.

The minimum service period is one month. Unless otherwise specified below, the following optional features are available for all Toll Free service plans offered by Company in this Product Guide. The Company's Business Toll Free Services for intrastate use are sold as an add-on to interstate Business Toll Free Services. Charges for specialized features, monthly recurring charges, and nonrecurring charges are set forth in the Company's federal rate schedules posted on the Company's website at [www.verizonldregulatory.com](http://www.verizonldregulatory.com).

## B. Business Toll Free Service Number Assignment

Customer will be assigned an 800/888 XXX-XXXX number. 800/888 Number Service allows for but does not require the 800/888 Service Customer to use the number. The assigned 800/888 number will terminate to an exchange access line or to dedicated access facilities.

## C. Business Toll Free Service Area of Service

Area of Service defines the geographic location from which the 800/888 Number Customer desires to accept calls for a given 800/888 number. 800/888 Number Service can be selected for an area by specifying the desired area of service. The desired Area of Service must be specified by Customer at the time service is ordered. Nationwide coverage is standard and available at no additional charge when subscribing to Business Toll Free Service. Customers can choose to restrict originating calling area by state, NPA, or exchange for a charge specified in the Company's federal rate schedules.

## D. Rates and Charges

See Price List.

## SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)

## 4.3 Toll Free Services, (Cont'd.)

## 4.3.1 Business Toll Free Service, (Cont'd.)

## E. Toll Free/Inbound Routing Plan Features

## 1. Description of Features

Area Code Routing - Calls to the same toll free number are directed to the terminating location based on the originating area code.

Area Code/Exchange Routing - Calls are routed by originating area code and exchange to terminate to multiple service groups or locations.

Call Allocation - Allows Customers to define the routing of calls to multiple service groups or locations on a percentage basis. The percentage is based on call attempts, not call completions.

Command Routing\* - Allows activation of alternate routing plans.

Day of Week - Allows inbound calls to be routed to multiple service groups or locations on different days of the week.

Day of Year - Allows calls to be routed to multiple service groups or locations based on the date (month/day).

Time of Day - Allows calls to be routed to multiple service groups or locations based on a pre-defined time-of-day schedule.

\* No longer offered to new Customers.

## SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)

## 4.3 Toll Free Services, (Cont'd.)

## 4.3.1 Business Toll Free Service, (Cont'd.)

## E. Toll Free/Inbound Routing Plan Features, (Cont'd.)

## 2. Rates and Charges

Charges are based on the number of features added or changed for each Toll Free number.

## 1. Charge per Toll-Free number per routing plan, per feature node

Nonrecurring Charge	See Price List.
---------------------	-----------------

## 2. Routing Plan Charges:

Monthly Charge, per Toll Free number

1-3 Routing Plans	See Price List.
-------------------	-----------------

4-99 Routing Plans, Per routing plan	See Price List.
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## 3. Toll Free/Enhanced Routing Plan Feature

Command Routing Feature\*

Per Alternative Route Plan Activation:

Nonrecurring Charge	See Price List.
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\* No longer offered to new Customers.

SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)

4.3 Toll Free Services, (Cont'd.)

4.3.1 Business Toll Free Service, (Cont'd.)

F. Toll Free/Inbound Origination Features

1. Description of Features

ANI Blocking - Allows a Customer to block incoming calls from specific telephone numbers.

Area Code/Exchange Selection - Allows a Customer to block incoming calls from specific areas codes (NPAs) and exchanges (NXXs).

Area Code Selection - Allows a Customer to block incoming calls from specific NPAs.

Extended Coverage - Allows a Customer to originate Toll Free calls from Canada.

2. Rates and Charges

Nonrecurring Charges:

ANI Blocking, per 1,000 ANI's	See Price List.
-------------------------------	-----------------

Area Code Selection	See Price List.
---------------------	-----------------

Area Code/Exchange Selection per NPA blocked at exchange level	See Price List.
---	-----------------

Extended coverage	See Price List.
-------------------	-----------------

## SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)

## 4.3 Toll Free Services, (Cont'd.)

## 4.3.1 Business Toll Free Service, (Cont'd.)

## G. Toll Free/Inbound Termination Features

## 1. Description of Features

Dialed Number Identification Service (DNIS)\* - Allows a Customer to terminate two or more toll free numbers to a single trunk group and to receive digits to identify the specific toll free number that was dialed.

Overflow to Service\* - Routes calls to a busy or out of service Dedicated Access Line (DAL) to an alternate switched or dedicated number.

Real-Time Automatic Number Identification (ANI)\* - Provides a dedicated access Customer with the toll free caller's telephone number in real-time as the call is delivered.

## 2. Rates and Charges

## a. Nonrecurring Charges, per Toll Free Number

DNIS*	See Price List.
-------	-----------------

Real-Time ANI*	See Price List.
----------------	-----------------

## b. Monthly Charges, Per Toll Free Number

Overflow Service*	See Price List.
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## H. Toll Free Directory Assistance Listing

Per Toll Free Number, per month	See Price List.
---------------------------------	-----------------

\* No longer offered to new Customers

**SECTION 5 - OBSOLETE SERVICE OFFERINGS**

Services in this section are available only to existing Customers at existing locations, except as otherwise indicated in the service description in this Section. Customers who are disconnected from an obsolete/grandfathered plan as a result of non-payment may lose their eligibility to be restored to the obsolete/grandfathered plan.

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.1 Business/Residence Line Toll Free Service

Business/Residence Line Toll Free Service provides for the termination of inbound toll-free calls to one-party exchange access lines. The minimum service period for Business/Residence Line Toll Free Service is one day.

## 5.1.1 Toll Free Number Assignment

Toll Free Number Assignment provides for the assignment of a single ten digit toll free number (i.e. 800-XXX-XXXX). Toll Free Number Service allows for but does not require the Toll Free Service Customer to use one toll free number. Toll Free Number Service can be selected for an area by specifying the desired area of service, as described in (B) following. The assigned toll free number will terminate to an exchange access line.

## 5.1.2 Area of Service

Area of Service defines the geographic location from which the Toll Free Number Service Customer desires to accept calls for a given Toll Free number. An exchange access line is required for termination of Toll Free Number Service traffic. The desired Area of Service must be specified by Customer at the time Business/Residence Line Toll Free Service is ordered.

## 5.1.3 Variable Call Destination

The Variable Call Destination feature provides for multiple terminations of Business/Residence Line Toll Free Service when Customer specifies an Area of Service. This allows for the assignment of one toll free number with termination to an exchange access line.

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.1 Business/Residence Line Toll Free Service, (Cont'd.)

## 5.1.4 Determining Usage Charges

Monthly usage charges are calculated separately for each exchange access line termination. There is a minimum usage charge based on the average completed call of 30 seconds per completed call for each billing period for each rate period. Therefore, if the average duration of all such calls is less than 30 seconds, the total use equals the number of calls multiplied by 30 seconds. Usage charges apply as follows:

- A. For each exchange access line termination of a given toll free number, the total chargeable hours for each rate period for each termination is the greater of (1) or (2) following, rounded up to the nearest tenth.
  1. Determine the total actual Business/Residence Line Toll Free Service hours associated with a given toll free number and exchange access line for each rate period (chargeable time for each call) or;
  2. Determine the total equivalent hours associated with a given toll free number for the exchange access line termination used for each rate period by applying the minimum average time requirement of 30 seconds per call (1 call X 30 seconds).
- B. Using the total chargeable hours per rate period determined in (1) preceding and the table of hourly rates, multiply the hourly rates(s) in the appropriate usage tier by the number of hours used in each usage tier. The total charge is the sum of all the usage.
- C. The charges for a fractional part of a month will be a proportionate part of the monthly recurring charge based on the actual number of days service is provided, plus the usage charges applicable for that month. Every month is considered to have 30 days.

SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

5.1 Business/Residence Line Toll Free Service, (Cont'd.)

5.1.5 Rates and Charges

A. Per Hour of Use

Usage Rates  
 ALL TIMES OF DAY

Rate Per Hour

Month-by-Month (No Service Agreement)

Usage per Hour

0 + Hours \$14.70

One Year Service Agreement

Usage per Hour

0 + Hours \$14.25

Two Year Service Agreement

Usage per Hour

0 + Hours \$13.82

Three Years Service Agreement

Usage per Hour

0 + Hours \$13.38

B. Toll Free Service Termination per Exchange Access Line:

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Per Toll Free Number - Initial	\$10.00	\$3.00
Per Toll Free Number - Additional	\$10.00	\$3.00

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.2 Easy Savings Plan for Business

Easy Savings Plan for Business is a discount to standard plan rates available only to business Customers.

## 5.2.1 Description

- A. The discounts apply to business Customers who subscribe to this plan and who have met the required plan usage dollar amount.
- B. Charges for specialized features, monthly recurring charges and nonrecurring charges are set forth in the Company's federal rate schedules.
- C. The plan is applicable to all Peak and Off-Peak Rate Period messages
- D. The minimum service period for Easy Savings Plan for Business is one month.
- E. IntraLATA usage is included in calculating applicable discount if applicable LEC billing and collection agreement is available and where technically feasible.

## 5.2.2 Application of Discount

- A. Easy Savings Plan discount percentage applies to the plan usage and to the service charges, if applicable.
- B. Sub-minute rating will be utilized for the timing and rating of Easy Savings Plan for Business messages. Sub-minute rating consists of an initial period of 18 seconds rated at 3/10 of the initial minute rate and additional periods of six second increments thereafter rated at 1/10 of the additional minute rate. Each call will be billed an initial 18 second minimum.

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.2 Easy Savings Plan for Business, (Cont'd.)

## 5.2.3 Volume Discounts for Month to Month Billing

Business Customers who subscribe to Easy Savings Plan for Business will receive the following discounts on all plan usage billed for the month when their monthly plan usage exceeds the amounts specified below:

<u>Applicable Monthly Charge</u>	<u>Discount</u>
\$ 0 - 24.99	0%
\$ 25.00 -99.99	10%
\$100.00 - 199.99	15%
\$200.00 and Over	20%

## 5.2.4 One, Two or Three Year Term Periods

- A. Customer may select a term period for Easy Savings Plan for Business. The term periods allow Customer to take advantage of higher discount percentages on their plan usage volumes for a specific term period.
- B. Customer must specify the term period at the time the plan is ordered.
- C. During a term period, Customer may elect to convert to a new term period of the same or different length. Conversion to a new term period will be allowed without penalty if the new term period is greater than the remainder of the original term period.
- D. The effective date of the term period begins with the effective date of Customer order.

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.2 Easy Savings Plan for Business, (Cont'd.)

## 5.2.4 Term Periods, (Cont'd.)

## A. Early Termination Charges

In the event the Savings Plan for Business or Business Toll Free Service is terminated by the business Customer prior to completion of the first year of the term period, Customer shall be liable for the Early Termination Charge of \$100.00.

If Customer has a combined Easy Savings Plan for Business (inbound/outbound service) or an Easy Savings Plan for Business (outbound) and Business Toll Free Service (inbound), and the Customer discontinues one service, but not both, an Early Termination Charge will not be applied to the discontinued service.

Should Customer then discontinue the remaining service, before the end of the first year of the term, an Early Termination Charge of \$100.00 will apply.

## B. Term Discounts

Monthly Plan Usage Volume	1 Year Discount	2 Year Discount	3 Year Discount
\$ 0 - 24.99	10%	15%	20%
\$ 25.00- 99.99	15%	20%	25%
\$100.00- 199.99	20%	25%	30%
\$200.00 and Over	25%	30%	35%

SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

5.2 Easy Savings Plan for Business, (Cont'd.)

5.2.5 Rates

A. Customer Dialed Direct Station-to-Station

	<u>Initial</u> <u>Minute</u>	<u>Peak</u>	<u>Off-Peak</u>	
		<u>Each</u> <u>Add'l Minute</u>	<u>Initial</u> <u>Minute</u>	<u>Each</u> <u>Add'l Minute</u>
InterLATA	\$0.30	\$0.30	\$0.16	\$0.16
IntraLATA	\$0.24	\$0.24	\$0.15	\$0.15

B. Customer Dialed Calling Card Station-to-Station

	<u>Initial</u> <u>Minute</u>	<u>Peak</u>	<u>Off-Peak</u>	
		<u>Each</u> <u>Add'l Minute</u>	<u>Initial</u> <u>Minute</u>	<u>Each</u> <u>Add'l Minute</u>
InterLATA	\$0.35	\$0.35	\$0.18	\$0.18
IntraLATA	\$0.28	\$0.28	\$0.17	\$0.17

C. Operator Assisted: Station-to-Station/Calling Card/Person-to-Person

	<u>Initial</u> <u>Minute</u>	<u>Peak</u>	<u>Off-Peak</u>	
		<u>Each</u> <u>Add'l Minute</u>	<u>Initial</u> <u>Minute</u>	<u>Each</u> <u>Add'l Minute</u>
InterLATA	\$0.35	\$0.35	\$0.18	\$0.18
IntraLATA	\$0.28	\$0.28	\$0.17	\$0.17

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.3 Easy Savings Flat Rate Plan for Business

Easy Savings Flat Rate Plan for Business offers a flat rate pricing, available 24 hours a day, seven days a week to business customers. The billing options available are a Month-to-Month or a one, two, or three year contract. Calls will be billed in 60 second increments. There is a monthly recurring charge for the Flat Rate Plan for Business. There is no nonrecurring charge with this billing option.

Customer must specify the term period at the time the Plan is ordered. During a term period, Customer may elect to convert to a new term period of the same or different length, or to another Company term plan. Conversion to a new term plan or another Company term plan will be allowed without penalty if the new term period is greater than the remainder of the original term period.

Early Termination Charges will apply in the event the Flat Rate Plan is terminated by Customer prior to completion of the first year of the term period.

## Intrastate - Per Minute of Use

	<u>Per Minute</u>
Month-to-Month	\$0.17
1 Year Term	\$0.16
2 Year Term	\$0.15
3 Year Term	\$0.14
Monthly Recurring Charge	\$9.50
Early Termination Charge	\$100.00 if terminated prior to the first 12 months of the term period.

SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

5.4 Easy Savings Flat Rate Plus Plan for Business

Easy Savings Flat Rate Plus Plan for Business offers a flat rate pricing, available 24 hours a day, seven days a week to business customers. The billing options available are a one year or three year contract. Calls will be billed in sub-minute rating, consisting of an initial period of 18 seconds rated at 3/10 of the initial minute rate and additional periods of six second increments, rated at 1/10 of the additional minute rate. Each call will be billed an initial 18 second minimum. Charges for specialized features, monthly recurring charges and nonrecurring charges are set forth in the Company's federal rate schedules.

Volume discounts apply if certain usage thresholds are met.

<u>Usage</u>	<u>% Discount</u>
\$0 - \$24.99	0%
\$25.00 - 99.99	6%
\$100.00 - 249.99	9%
\$250.00 - 499.99	12%
\$500.00 - 999.99	18%
\$ 1,000.00 +	30%

Customer must specify the term period at the time the Plan is ordered. During a term period, Customer may elect to convert to a new term period of the same or different length, or to another Company term plan. Conversion to a new term plan or another Company term plan will be allowed without penalty if the new term period is greater than the remainder of the original term period.

Early Termination Charges will apply in the event the Flat Rate Plus Plan is terminated by Customer prior to completion of the first year of the term period.

<u>Intrastate - Per Minute of Use</u>	<u>Per Minute</u>
1 Year Term	\$0.19
3 Year Term	\$0.17
Early Termination Charge	\$100.00 if terminated prior to the first 12 months of the term period.

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.5 Value Block Plan

The Value Block Plan enables business Customers to purchase blocks of minutes that can be used towards long distance, domestic toll free, calling card and operator assisted calls. Per minute rates decrease for larger blocks of time. Additional minutes over and above the original bulk packaged minutes will be sub-minute rated, consisting of an initial period of 18 seconds rated at 3/10 of the initial minute rate and additional periods of six second increments, rated at 1/10 of the additional minute rate. Each call will be billed an initial 18 second minimum. Packaged minutes are not usable on collect and directory assistance calls. Unused minutes will not be carried over from one month to the next. There is no Monthly Recurring Charge (MRC) for this option. Customer must be presubscribed to the Company to take advantage of this offer. Customer may enroll in this plan during an outbound telemarketing contact from the Company. Customer must also designate the Company as their Primary Interexchange Carrier (PIC) for both intraLATA and interLATA service in order to sign up for this plan.

<u>Block of Minutes</u>	<u>Price</u>	<u>Rate/Minute</u>
100	\$14.00	\$0.14
200	\$26.00	\$0.13
300	\$36.00	\$0.12
400	\$44.00	\$0.11
500	\$50.00	\$0.10

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.6 Platinum Value Plan

## 5.6.1 General Description

Platinum Value Plan offers flat rate pricing, available 24 hours a day, seven days a week to Business Customers. This plan is available only under a three year term agreement. Calls will be sub-minute rated, consisting of an initial period of 18 seconds rated at 3/10 of the initial minute rate and additional periods of 6 second increments, rated at 1/10 of the additional minute rate. Each call will be billed an initial 18 second minimum. Charges for specialized features, monthly recurring charges and nonrecurring charges are set forth in the Company's federal rate schedules.

During the term period, the Customer may elect to convert to a new term period of the same or different length, or to another Company term plan. Conversion to a new term plan or another Company term plan will be allowed without penalty if the new term period is greater than the remainder of the original term period.

## 5.6.2 Usage Rates, per minute

Monthly Billing

	\$0 - \$24.99	\$25 - \$99.99	\$100 - \$249.99	\$250 +
Year 1	\$0.17	\$0.14	\$0.12	\$0.11
Year 2	\$0.16	\$0.13	\$0.11	\$0.105
Year 3	\$0.15	\$0.12	\$0.10	\$0.10

Early Termination Charge - \$100.00 if terminated prior to completion of the first 12 months of the term.

## 5.6.3 Early Termination

Early Termination Charges will apply in the event the Platinum Value Plan is terminated by Customer prior to completion of the term period. Customer will be liable for the remainder of the months selected in the Plan.

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.7 Business Value Plan

## 5.7.1 General Description

The Business Value Plan offers discount pricing 24 hours a day, seven days a week. This plan has no minimum usage commitment, but carries a nominal monthly recurring charge, and a term commitment of one year. The Customer is rewarded with lower per minute rates when a \$250 threshold is met. All usage and surcharges may be applied toward meeting the threshold. Calls will be sub-minute rated, consisting of an initial period of 18 seconds rated at 3/10 of the initial minute rate and additional periods of six second increments, rated at 1/10 of the additional minute rate. Each call will be billed an initial 18 second minimum. Rates apply to domestic direct-dial, toll-free, travel card, and operator assisted calls, in addition to any applicable surcharges.

## 5.7.2 Rates and Charges

	<u>Total Monthly Usage</u>	
	\$0 – 249.99	\$250.00+
Rate, per minute	\$0.12	\$0.11
Monthly Recurring Charge	\$9.50	
Travel Card Per Call Charge	\$0.80	
Early Termination Charge -	\$100.00 if terminated prior to completion of the first 12 months.	

## SECTION 5 – OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.8 Business In Touch Service

## 5.8.1 General Description

Business In Touch Service provides a telephone number for a business to receive toll free calls from any point within the state. The Company will provide a toll free number and a Personal Identification Number (PIN), which is a four digit security code, to the Customer. Customers share access on the same toll free access number based on PIN and, thus, may not retain use of the toll free number if service is terminated. The Company must be the Primary Interexchange Carrier on the Customer's account to subscribe to this service. The Customer may have up to 10 toll free numbers with PINs per account. The Company's PIN-Based toll free service for intrastate use is sold as an add-on to interstate PIN-Based toll free service. Charges for specialized features, monthly recurring charges, and nonrecurring charges are set forth in the Company's federal rate schedules.

## 5.8.2 Rates and Charges

	<u>Peak</u>		<u>Off-Peak</u>	
	<u>Initial</u>	Each	<u>Initial</u>	Each
	<u>Minute</u>	Additional	<u>Minute</u>	Additional
		<u>Minute</u>		<u>Minute</u>
IntraLATA	\$0.26	\$0.26	\$0.26	\$0.26
InterLATA	\$0.26	\$0.26	\$0.26	\$0.26

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.9 FirmRate (formerly tariffed as Business Plan 1)

## 5.9.1 General Description

FirmRate is an optional calling plan offered to Business Customers for outbound direct dialed calling from presubscribed switched access lines at one flat rate. Inbound (toll free) calling is also available for termination on switched access lines. Customers may select a one, two, or three year term commitment in order to obtain a lower rate. This service is no longer available to new Customers.

This plan is an add-on service to the interstate FirmRate plan. A Minimum Spend Level Charge applies to Customers subscribing to this plan as specified in the Company's interstate Product Guide. See [www.verizonldregulatory.com](http://www.verizonldregulatory.com).

## 5.9.2 Billing Increments

The billing increment and minimum call duration of each call is determined by the access method selected by the Customer and the call type. Partial increments are rounded up to the next increment.

<u>Access Type/Call Type</u>	<u>Initial Increment</u>	<u>Additional Increment</u>
Switched Access	18 seconds	6 seconds
Operator Assisted	60 seconds	60 seconds

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.9 FirmRate, (Cont'd.)

## 5.9.3 Termination Liability

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is \$100.00.

The early termination charge will apply under the following circumstances:

1. When the Customer disconnects their entire Account; or
2. When the Customer selects a shorter term.

The early termination charge will not apply under the following circumstances:

1. When the Customer's physical location changes, but the term plan is continued at the new location;
2. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
3. When the Customer renegotiates the term plan for a longer term;
4. When the Customer returns to the Company and the same term length agreement as a result of a winback program; or
5. When the Customer moves from any grandfathered calling plan to FirmRate Plus, or any calling plan with the same term length.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they choose to make a change, either to a different term commitment or to a different Plan.

SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

5.9 FirmRate, (Cont'd.)

5.9.4 Usage Rates

Usage Rates are determined according to the Term Commitment selected by the Customer.

A. Switched Access Outbound Rates

	<u>Term Plan Commitment</u>		
Month to <u>Month</u>	One Year <u>Term Plan</u>	Two Year Term <u>Plan</u>	Three Year <u>Term Plan</u>
\$0.170	\$0.160	\$0.150	\$0.150

B. Switched Access Inbound (Toll Free) Rates

	<u>Term Plan Commitment</u>		
Month to <u>Month</u>	One Year <u>Term Plan</u>	Two Year Term <u>Plan</u>	Three Year <u>Term Plan</u>
\$0.190	\$0.180	\$0.170	\$0.170

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.10 SimpleOptions

## 5.10.1 General Description

Effective November 12, 2009, SimpleOptions calling plan is grandfathered and no longer available to new Customers. No moves, changes or additions will be allowed for existing Customers.

SimpleOptions is an optional calling plan offered to Business Customers for outbound direct dialed calling from presubscribed switched access lines at rates which are dependent on the Customer's Monthly Usage Guarantee (MUG) level. Inbound (toll free) calling is also available for termination on switched access lines. Operator assisted calling is also available under this plan. Customers may select a one or three year term commitment in order to obtain lower rates.

This plan is an add-on service to the interstate SimpleOptions Plan. See [www.verizonldregulatory.com](http://www.verizonldregulatory.com).

## 5.10.2 Billing Increments

The billing increment and minimum call duration of each call is determined by the access method selected by the Customer and the call type. Partial increments are rounded to the next increment.

<u>Access Type/Call Type</u>	<u>Initial Increment</u>	<u>Additional Increment</u>
Switched Access	18 seconds	6 seconds
Operator Assisted	60 seconds	60 seconds

## 5.19.3 Monthly Usage Guarantee

All intrastate, interstate and international usage charges and applicable surcharges billed to the Customer under this plan contribute towards meeting the MUG. In addition, Private Line and Data Services usage, Feature Charges, Directory Assistance charges, Operator Usage and Surcharges, and Monthly Recurring Charges are contributory to the MUG. Taxes, presubscribed line charges, carrier universal service charges, pay telephone use charges and other similar fees are not contributory. Customers whose total monthly long distance usage charges do not meet their subscribed MUG level will be assessed the difference between their total long distance usage charges and their subscribed MUG level.

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.10 SimpleOptions, (Cont'd.)

## 5.10.4 Termination Liability

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is calculated by multiplying 35 percent (35%) of the Customer's Monthly Usage Guarantee multiplied times the number of months remaining in the term.

The early termination charge will apply under the following circumstances:

- A. When the Customer disconnects its entire account;
- B. When the Customer selects a shorter term; or
- C. When the Customer negotiates a reduction in their monthly spending commitment more than one level during a billing cycle.

The early termination charge will not apply under the following circumstances:

- A. When the Customer's physical location changes, but the term plan is continued at the new location;
- B. When the Customer negotiates the term plan for a longer term;
- C. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
- D. When the Customer changes plan prior to 60 days of service;
- E. When the Customer returns to the Company and the same term length agreement as a result of a winback program; or
- F. When the Customer reduces their term monthly spend level one level during a billing cycle; or
- G. When the Customer replaces a one or three year term on SimpleOptions to the FlexDistance Plan Service.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they choose a different plan. If the Customer continues without changing, they will still be liable for the minimum usage guarantee to which they were originally subscribed.

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.10 SimpleOptions, (Cont'd.)

## 5.10.5 Usage Rates

Usage Rates are determined according to the Term Commitment and Monthly Usage Guarantee selected by the Customer.

## A. Switched Access Outbound Rates

<u>Monthly Usage Guarantee</u>	<u>Month to Month</u>	<u>One Year Term</u>	<u>Three Year Term</u>
\$50	\$0.0800	\$0.0760	\$0.0680
\$100	\$0.0750	\$0.0710	\$0.0640
\$250	\$0.0730	\$0.0690	\$0.0620
\$500	\$0.0700	\$0.0670	\$0.0600
\$1,000	\$0.0460	\$0.0430	\$0.0390
\$3,000	\$0.0440	\$0.0410	\$0.0370
\$5,000	\$0.0420	\$0.0390	\$0.0350
\$7,500	\$0.0420	\$0.0390	\$0.0350
\$10,000	\$0.0420	\$0.0390	\$0.0350
\$15,000	\$0.0420	\$0.0390	\$0.0350
\$20,000	\$0.0420	\$0.0390	\$0.0350
\$30,000	\$0.0420	\$0.0390	\$0.0350

## B. Switched Access Inbound Rates

<u>Monthly Usage Guarantee</u>	<u>Month to Month</u>	<u>One Year Term</u>	<u>Three Year Term</u>
\$50	\$0.0800	\$0.0760	\$0.0680
\$100	\$0.0750	\$0.0710	\$0.0640
\$250	\$0.0730	\$0.0690	\$0.0620
\$500	\$0.0700	\$0.0670	\$0.0600
\$1,000	\$0.0460	\$0.0430	\$0.0390
\$3,000	\$0.0440	\$0.0410	\$0.0370
\$5,000	\$0.0420	\$0.0390	\$0.0350
\$7,500	\$0.0420	\$0.0390	\$0.0350
\$10,000	\$0.0420	\$0.0390	\$0.0350
\$15,000	\$0.0420	\$0.0390	\$0.0350
\$20,000	\$0.0420	\$0.0390	\$0.0350
\$30,000	\$0.0420	\$0.0390	\$0.0350

## SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

## 5.10 SimpleOptions, (Cont'd.)

## 5.10.5 Usage Rates

## C. Supplemental Discount

The Supplemental Discount is available to existing Customers with a one or three year term and a \$3,000 or \$5,000 Monthly Usage Guarantee.

The Supplemental Discount applies to the cumulative usage each billing cycle and is at the percent shown below.

<u>Term Level</u>	<u>Supplemental Discount</u>
One Year	25%
Three Year	25%

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**SECTION 5 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)****5.10 SimpleOptions, (Cont'd.)****5.10.6 Bundled Service Option****A. General**

The Bundled Service Option is offered to SimpleOptions Customers who also subscribe to one of the following qualifying services offered by an affiliate of the Company. The eligible Customer must demonstrate to the satisfaction of the Company at the time of subscription to SimpleOptions that the Customer also subscribes to at least one of the qualifying services offered by a Company affiliate.

Eligible Business Customers must subscribe to Centrex (e.g. Centrex Plus, CustoPAK<sup>SM</sup>, CustoFLEX<sup>SM</sup>, Centranet), ISDN PRI/IntellilinQ PRI (purchased with a term commitment), DSL, Private Line, Frame Relay, SMDS, ATM or FlexGrow from an affiliate of the Company. These services are defined in the Company affiliate's applicable Product Guides or contracts.

**1. Discontinuance of Qualifying Services**

The Customer who discontinues or cancels the Company's service, or who cancels the qualifying service of the Company's affiliate, or whose service is refused, canceled or discontinued by the Company under this Product Guide or by the affiliate, shall forfeit eligibility for the discounted rates under this Option. The Customer who forfeits eligibility for this Option and remains presubscribed to the Company's service will default to the basic SimpleOptions rates as specified in this Product Guide.

**2. Termination of Liability**

Customers who wish to subscribe to this Bundled Service Option and who currently subscribe to SimpleOptions will be able to switch to the Bundled Service Option without incurring any Termination Liability, if applicable. Availability of this Bundled Service Option is dependent upon billing capabilities.

**3. Combination with other offers**

Customers who subscribe to this Bundled Service Option are not eligible to participate in promotions that would otherwise apply to SimpleOptions Customers.

**B. Usage Rates**

Customers who satisfy all eligibility requirements set forth above shall receive a monthly discount of 5% on all long distance usage charges, including international usage charges, beginning immediately after purchasing qualifying services.

PRICE LIST

TAXES AND FEES (Section 2.7)

Gross Revenue Surcharge (Section 2.7.3)\*

October 1, 1998	3.3592%**
January 1, 2000	2.5641%**

MTA Surcharge (Section 2.7.4)\*

A surcharge of .5986%\*\* to recover the additional expense related to the Temporary Metropolitan Business Tax Surcharge applies to recurring, nonrecurring, and usage rates and charges for all applicable services in the following counties:

Bronx County	Richmond County	Putnam County
Kings County	Dutchess County	Rockland County
New York County	Nassau County	Suffolk County
Queens County	Orange County	Westchester County

Pay Telephone Surcharge (Section 2.7.5)

Charge per completed call	\$0.50
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\* Issued in compliance with New York Public Service Commission's Order in Case 98-M-0489, adopted August 26, 1998.

\*\* Taxes and surcharges are assessed as listed above except where rounding is necessary due to systems requirements.

PRICE LIST, (Cont'd.)

SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Section 2.20)

Services Ineligible for Schools and Libraries Discount

None

Schools and Libraries Discount Matrix

How Disadvantaged  % of students eligible for national school lunch program	% DISCOUNT LEVEL	
	Urban Discount	Rural Discount
< 1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

PRICE LIST, (Cont'd.)

OPTIONAL RESIDENTIAL SERVICES

Long Distance Message Telecommunications Service (Section 3.4)

Customer Dialed Direct Station-to-Station

		<u>Peak</u>	<u>Off-Peak</u>
Residential	IntraLATA	\$0.4000	\$0.4000
	InterLATA	\$0.4000	\$0.4000
Business	IntraLATA	\$0.4000	\$0.4000
	InterLATA	\$0.4000	\$0.4000

Timeless Bundle Service (Section 3.5.1)

Effective 11/1/12 this service is available only to existing Customers, at existing locations, without modification.

Intrastate Outbound Calling Rate Per Minute	\$0.10
Monthly Recurring Charge	\$5.00

e-Values Service (Section 3.5.2)

Effective 11/1/12 this service is available only to existing Customers, at existing locations, without modification.

Rate Per Minute	
Monday - Friday	\$0.100
Saturday & Sunday	\$0.070
Monthly Recurring Charge	\$6.50

PRICE LIST, (Cont'd.)

OPTIONAL RESIDENTIAL SERVICES, (Cont'd.)

TalkTime Service (Section 3.5.3)

Monthly Recurring Charge	Minutes Allotted in Monthly Recurring Charge *	Additional Per Minute Charge over Allotment
\$6.50	30	\$0.12 per minute

\*The 60, 300, 500, and 1000 Minutes Allotted in Monthly Recurring Charge plans have been withdrawn effective 11/1/12.

Plan K Service – Unlimited (Section 3.5.4)

Monthly Recurring Charge	\$17.04
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Five Cents Plan Service (Section 3.5.5)

Usage Rate

Per Minute	\$0.07
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Monthly Recurring Charge

Per Account	\$6.00
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Value Option Rates

Effective 11/1/12 this service is available only to existing Customers, at existing locations, without modification.

If the Customer subscribes to the Company's Five Cents Plan Service and to any of the qualifying services listed in Section 3.5.5.B.2:

Intrastate Outbound Calling Rate Per Minute	\$0.08
Toll Free Rate Per Minute	\$0.10

PRICE LIST, (Cont'd.)

OPTIONAL RESIDENTIAL SERVICES, (Cont'd.)

Plan N Service - Unlimited (Section 3.5.6)

Monthly Recurring Charge	\$16.99
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Plan O Service - Unlimited (Section 3.6.8)

Monthly Recurring Charge	\$12.95
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Discounted Plan For Disabled Customers (Section 3.5.7)

	InterLATA	IntraLATA
Rate Per Minute	\$0.10	\$0.10
Monthly Recurring Charge	\$0.00	\$0.00

Verizon Single Rate Plan (Section 3.5.9)

Per Minute Rate:	\$0.12
Monthly Recurring Charge	\$1.99

PRICE LIST, (Cont'd.)

OPTIONAL BUSINESS SERVICES

FirmRate Plus (Section 3.6.1)

Switched Access Outbound Rates

	Month to Month	One Year Term	Three Year Term
Rate Per Minute:	\$0.120	\$0.070	\$0.060

Switched Access Inbound (Toll Free) Rates

	Month to Month	One Year Term	Three Year Term
Rate Per Minute:	\$0.120	\$0.070	\$0.060

FirmRate Advantage Plan (Section 3.6.2)

Switched Access Outbound Rates

	Month to Month	One Year Term	Three Year Term
Rate Per Minute:	\$0.064	\$0.060	\$0.055

Switched Access Inbound (Toll Free) Rates

	Month to Month	One Year Term	Three Year Term
Rate Per Minute:	\$0.064	\$0.060	\$0.055

PRICE LIST, (Cont'd.)

OPTIONAL BUSINESS SERVICES, (Cont'd.)

FlexDistance Plan (Section 3.6.3)

Monthly Usage Guarantee	Month to Month Usage Rate Per Minute	1 Year Term Usage Rate Per Minute	3 Year Term Usage Rate Per Minute
\$24.00	\$0.060	\$0.057	\$0.051
\$40.00	\$0.057	\$0.054	\$0.048
\$65.00	\$0.055	\$0.052	\$0.047
\$150.00	\$0.053	\$0.050	\$0.045
\$300.00	\$0.051	\$0.048	\$0.043
\$500.00	\$0.048	\$0.046	\$0.041
\$750.00	\$0.047	\$0.044	\$0.040
\$1,000.00	\$0.046	\$0.043	\$0.039
\$1,500.00	\$0.045	\$0.042	\$0.038

FlexDistance Plan Supplemental Discount

The Supplemental Discount applies to the cumulative usage each billing cycle and is at the percent shown below.

Term Level	Supplemental Discount
One Year	25%
Three Year	25%

Business Unlimited Long Distance Service, (Section 3.6.4)

Monthly Recurring Charge, per line	\$30.00
Toll Free, per minute	\$0.06

Business Unlimited Long Distance Service Bundled Service Option

	Month to Month	One Year Term
Monthly Recurring Charge, per line	\$15.00	\$15.00
Toll Free, per minute	\$0.06	\$0.06

## PRICE LIST, (Cont'd.)

## MISCELLANEOUS SERVICES

Directory Assistance (Section 4.1)

## Directory Assistance Rates

Directory Assistance, Per Call	\$1.99
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## Directory Assistance Call Completion Rates

Per Completed Call	\$1.00
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Rate Per Minute	\$0.18
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Operator Services (Section 4.2)

## Per Call Service Charges

Customer Dialed Calling Card Station	\$0.00
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Operator Assisted Calling Card Station	\$1.25
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Operator Assisted Station to Station:	\$2.25
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Billed Collect:	\$2.25
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Billed to Third Party	\$2.25
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Operator Assisted Person to Person	\$5.75
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Operator Dialed Surcharge	\$0.75
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PRICE LIST, (Cont'd.)

MISCELLANEOUS SERVICES, (Cont'd.)

Operator Services (Section 4.2), (Cont'd.)

Per Minute Usage Charges

A. Optional Calling Plan

1. IntraLATA Usage Rates

Peak		Off-Peak	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.40	\$0.40	\$0.40	\$0.40

2. InterLATA Usage Rates

Peak		Off-Peak	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.40	\$0.40	\$0.40	\$0.40

B. Long Distance Message Telecommunications Service

	Peak		Off-Peak	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
InterLATA	\$0.40	\$0.40	\$0.40	\$0.40
IntraLATA	\$0.40	\$0.40	\$0.40	\$0.40

PRICE LIST, (Cont'd.)

MISCELLANEOUS SERVICES, (Cont'd.)

Toll Free Services (Section 4.3)

Business Toll Free Service (Section 4.3.1)

	Peak		Off-Peak	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
IntraLATA	\$0.21	\$0.21	\$0.21	\$0.21
InterLATA	\$0.21	\$0.21	\$0.21	\$0.21

Toll Free/Inbound Routing Plan Features

1. Charge per Toll-Free number per routing plan, per feature node

Nonrecurring Charge capped at \$100 per account	\$10.00
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2. Routing Plan Charges:

Monthly Charge, per Toll Free number

1-3 Routing Plans	\$0.00
4-99 Routing Plans, Per routing plan	\$10.00

3. Toll Free/Enhanced Routing Plan Feature

Command Routing Feature\*

Per Alternative Route Plan Activation:

Nonrecurring Charge	\$50.00
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Toll Free Directory Assistance Listing

Per Toll Free Number, per month	\$10.00
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\* No longer offered to new Customers.

## PRICE LIST, (Cont'd.)

## MISCELLANEOUS SERVICES, (Cont'd.)

Toll Free Services (Section 4.3), (Cont'd.)

## Business Toll Free Service (Section 4.3.1), (Cont'd.)

## Toll Free/Inbound Origination Features

## Nonrecurring Charges:

ANI Blocking, per 1,000 ANI's capped at \$100 per account	\$10.00
Area Code Selection	\$10.00
Area Code/Exchange Selection per NPA blocked at exchange level	\$10.00
Extended coverage	\$0.00

## Toll Free/Inbound Termination Features

## B. Rates and Charges

## Nonrecurring Charges, per Toll Free Number

DNIS*, per Toll Free Number capped at \$100 per account	\$10.00
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Real-Time ANI* capped at \$100 per account	\$10.00
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## Monthly Charges, Per Toll Free Number

Overflow Service*	\$10.00
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\* No longer offered to new Customers.

## PROMOTIONS

## New York \$1.00 off Promotion

This promotion is offered to Residential Customers in New York who subscribe to one of the following outbound, switched, domestic, intrastate, interexchange calling plans offered by the Company: Plan A Service, Plan B Service, Timeless Bundle Service, or Plan F Service, as described elsewhere in this Product Guide (eligible plan(s)), and who also subscribe to (i) local dial tone service, and (ii) Call Waiting or Caller ID or packages that include Call Waiting or Caller ID. Local dial tone service and value-added local service features may be provided by affiliates of the Company, or any other certified local exchange carrier, that provides service to eligible Residential Customers in areas served by the Company and interchanges traffic with the Company using switched access services for carrier identification codes designated by the Company. To be eligible for this promotion, the Residential Customer: (a) must subscribe to one of the Company's eligible plans between November 22, 2000 and February 21, 2001 via sales channels designated by the Company; and (b) must demonstrate to the satisfaction of the Company at the time of subscription to a Company eligible plan that the Residential Customer also subscribes to local dial tone service and local service features described in this section.

Customers who satisfy all promotion eligibility requirements set forth in this section shall receive a monthly credit on the Company's bill of \$1.00 for each eligible line beginning with the first full month's billing after subscription to a Company eligible plan. Customers who discontinue or cancel the Company's service or the local exchange carrier's service or whose service is refused, canceled, or discontinued by the Company under this Product Guide or by the local exchange carrier shall forfeit eligibility for such credits. When service is discontinued, the credit will be prorated back to the disconnect or discontinuance of service date.

Customers that sign up during the eligible timeframe will receive the \$1.00 credit as long as they remain presubscribed to Carrier and continue to receive the qualifying local service.

## PROMOTIONS, (Cont'd.)

## Caller ID/Call Waiting Promotion

This promotion is offered to new, returning or existing Residential Customers in New York who subscribe to one of the following outbound, switched, domestic, intrastate, interexchange calling plans offered by the Company: Plan B Service, Timeless Bundle Service, or Plan F Service, as described elsewhere in this Product Guide (eligible plan(s)), and who also subscribe to qualifying local exchange services provided by affiliates of the Company. Qualifying affiliated services are Call Waiting or Caller ID or packages that include Call Waiting or Caller ID. To be eligible for this promotion, the Residential Customer: (a) must subscribe to one of the Company's eligible plans between March 9, 2001 and June 9, 2001 via sales channels designated by the Company; and (b) must demonstrate to the satisfaction of the Company at the time of subscription to a Company eligible plan that the Residential Customer also subscribes to local dial tone service and qualifying local service provided by affiliates of the Company described in this section.

Customers who satisfy all promotion eligibility requirements set forth in this section shall receive a monthly credit on the Company's bill of \$1.00 for each eligible line beginning with the first full month's billing after subscription to a Company eligible plan. Customers who discontinue or cancel the Company's service or the affiliated local exchange Company's qualifying service or whose service is refused, canceled, or discontinued by the Company under this Product Guide or by the affiliated local exchange Company shall forfeit eligibility for such credits. When service is discontinued, the credit will be prorated back to the disconnect or discontinuance of service date.

Customers that sign up during the eligible timeframe will receive the \$1.00 credit as long as they remain presubscribed to the Company and continue to receive the qualifying local exchange services provided by affiliates of the Company.

PROMOTIONS, (Cont'd.)

Toll Free Promotion

The Company offers business Customers 100 complimentary toll free minutes for the first two months of service when they subscribe to Business Toll Free Service on an eligible calling plan. A total of 200 free minutes will be offered in increments of 100 per month, for the first two months.

This offer applies to existing business Customers who establish a new Business Toll Free Service number on FirmRate. The Customer must maintain presubscribed for the two full months to receive this offer. Complimentary minutes will be awarded to the eligible Customer in the form of a credit beginning with the Customer's first partial or next full month of service following enrollment in this promotion. Minutes must be used in the month granted and will not carry over from month-to-month except for any unused minutes in the first partial month which will be carried over to the next month.

This offer is not available in conjunction with any other promotion.

This offer is valid until canceled by the Company.

PROMOTIONS, (Cont'd.)

Toll Free RespOrg Campaign

The Company offers business Customers 200 toll free minutes for the first four months of service when they sign up for Business Toll Free Service under FirmRate. A total of 800 toll free minutes will be distributed in increments of 200 minutes each month.

This offer applies to business Customers who currently have portable toll free service with another carrier and switch their responsible organization for the toll free service to the Company and also sign up for FirmRate. Complimentary toll free minutes will be awarded to the eligible Customer in the form of a credit beginning with the Customer's first partial or next full month of service following enrollment in this promotion. Minutes must be used in the month granted and will not carry over from month-to-month except for any unused minutes in the first partial month which will be carried over to the next month.

This offer is not available in conjunction with any other promotion.

This offer is valid until canceled by the Company.

PROMOTIONS, (Cont'd.)

Merchandise Promotion

From time to time, the Company may offer to the potential Customer complimentary non-telecommunications merchandise (total value at a cost to the Company not to exceed \$100) if the Customer designates the Company as the Customer's Primary Interexchange Carrier. This promotion is limited to one offer per Customer up to once per quarter (or not greater than four times per year). The Company may also offer such merchandise to existing Customers as an incentive to retain such Customers.

Demonstration of Service Promotion

From time to time, the Company shall demonstrate its services by providing free calls to the Customer or potential Customer of up to ten minutes duration over its network. These promotional/demonstration calls will originate only from distinct temporary demonstration booths.

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PROMOTIONS, (Cont'd.)

Bundled Offering Promotion # 1

This promotion is offered to Business Customers who subscribe to the Business Plan 2 interexchange calling plan offered by the Company, as described elsewhere in this Product Guide ("eligible plan"), and who also subscribe to at least one of the services described further below, offered by a carrier affiliated with the Company. To be eligible for this promotion, the Customer: (a) must subscribe to the Company's eligible plan before June 1, 2002 via sales channels designated by the Company; and (b) must demonstrate to the satisfaction of the Company at the time of subscription to the Company eligible plan that the Customer also subscribes to at least one of the services specified below.

Eligible Business Customers must subscribe to Centrex, CustoPAK, CustoFlex, ISDN PRI/IntellilinQ<sup>7</sup> PRI, (purchased with a term commitment), DSL, Private Line, Frame Relay, SMDS, ATM and FlexGrow. These services are defined in the Company affiliate's applicable Product Guides or contracts. Customers who satisfy all promotion eligibility requirements set forth in this section shall receive a monthly discount of 5% on all long distance usage charges, including international usage charges, beginning with the first full month's billing cycle, plus the first partial month if enrollment begins prior to the first full billing cycle after subscription to the Company's eligible plan. Customers who discontinue or cancel the Company's service or the affiliated carrier's eligible service or whose service is refused, canceled, or discontinued by the Company under this Product Guide, or by the affiliated carrier, shall forfeit eligibility for the discount. This discount may be combined with other applicable promotional offerings. The amount of the discount will be calculated by applying the discount percentage after all other applicable discounts and credits.

When this promotion is applied to intrastate, interstate and international calling, the promotions are not cumulative (i.e., a single 5% discount applies to total long distance usage).

This promotion is no longer available to new Customers.

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PROMOTIONS, (Cont'd.)

IntraLATA Carrier Sign Up Promotion

The IntraLATA Carrier Sign Up Promotion is offered to new and existing business and residential Customers who presubscribe to the Company's intraLATA service through Company-designated sales channels for Company-designated marketing campaigns. The eligible Customer will receive a one-time credit to offset the costs associated with changing a presubscribed intraLATA carrier.

The charge for changing a Customer's presubscribed carrier is assessed by the local exchange carrier serving that Customer. Where appropriate arrangements are in place between the Company and the eligible Customer's local exchange carrier, the Company will incur the change charge directly on the Customer's behalf. Where such an arrangement does not exist, or at the Company's discretion, a credit not to exceed five dollars (\$5.00) will be issued to the Customer's account or a check will be mailed to the Customer.

The Company issued credit will be applied within ninety (90) days of the eligible Customer's intraLATA presubscribed carrier change. If the Customer's service is discontinued prior to receiving the credit, either at the request of the Customer or by the Company, then the credit will be forfeited.

The IntraLATA Carrier Sign Up Promotion may be combined with other promotional offers for which the Customer is eligible.

This promotion is valid until canceled by the Company.

## PROMOTIONS, (Cont'd.)

## Business High Value Loyalty Award # 2

The Company offers to existing Business Customers a one-time bill credit based on the average monthly spending for the first two (2) months. A total of interstate, international, intrastate, travel card, toll free, and operator service calls will be counted toward the total dollars billed to determine the average spending level.

The bill credit will be posted on the third month's bill. The credit must be used in the month granted and will not carry over to the next month. Any credit not used will be forfeited.

The Business Customer who discontinues the Company's service, or whose service is discontinued by the Company, prior to exercising earned bill credits forfeits remaining eligibility.

Average Spending Level	Applicable Bill Credit
\$ 0.00 - \$49.99	No award
\$50.00 - \$100.99	\$25.00
\$101.00 +	\$50.00

This offer is no longer offered to new Customers.

PROMOTIONS, (Cont'd.)

Winback Promotion # 2

This promotion provides eligible Customers with a 10% discount off of direct dialed usage charges for a six month period. The discount will be applied to usage rates for all services, exclusive of international calling, Directory Assistance, Directory Assistance Call Completion and Operator Assisted calling, after the application of any other credits. The discount will appear on the same invoice as contributing usage.

This promotion is available to returning Business Customers who have discontinued the Company's services and subscribed to another long distance service provider. This promotion is offered through Company-designated sales channels for Company-designated marketing campaigns.

Customers who discontinue the Company's presubscribed service, or whose service is discontinued by the Company, prior to exercising the discounts, forfeits remaining eligibility.

This offer is no longer offered to new Customers.