

**DOMESTIC INTERSTATE ACCESS SERVICES**

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REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES FURNISHED BY MEDIA THREE CORPORATION (d/b/a EOT; d/b/a/ EMPIRE ONE TELECOMMUNICATIONS), BETWEEN POINTS IN THE UNITED STATES AS SPECIFIED HEREIN.

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**DOMESTIC INTERSTATE ACCESS SERVICES**CHECK SHEET

The Title Page and pages 1 through 69 inclusive, of this tariff are effective as of the date shown. SHEET

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- CONCURRING CARRIERS: No Concurring Carriers
- CONNECTING CARRIERS: No Connecting Carriers
- OTHER PARTICIPATING CARRIERS: No Other Participating Carriers

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**EXPLANATION OF SYMBOLS**

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

**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of domestic interstate access services by Media Three Corporation, Inc. (hereinafter referred to as the Company). The Company shall provide access services in Connecticut, Massachusetts, New Jersey, New York, and Pennsylvania. Service is furnished subject to transmission, atmospheric and like conditions.

The access services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.

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**TARIFF FORMAT**

A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

C. **Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to the next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1(a)
- 2.1.1(a)(1)
- 2.1.1(a)(1)(i)
- 2.1.1(a)(1)(i)(1)

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**DEFINITIONS**

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

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

ACCESS TANDEM - A switching system that concentrates and distributes traffic for Inter-LATA originating or terminating traffic.

ACCESS TRAFFIC - Traffic where the Calling Party number and the number dialed by the Calling Party are in different LATAs. Access Traffic is subject to Federal and State Access Charges. Access Traffic is unless directly connected and specifically allowed is to be routed over Exchange Access Trunks only. All other traffic will not be accepted.

ACT - The Communications Act of 1934, as amended by the Telecommunications Act of 1996.

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

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

CALLING PARTY NUMBER (CPN) - A Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

CARRIER IDENTIFICATION CODE or (CIC) - A numeric code currently used for routing traffic and billing purposes from Interexchange Carriers.

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

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**DEFINITIONS (Cont'd)**

CENTRAL OFFICE SWITCH - A switch used to provide Telecommunications Services, including, but not limited to:

“End Office Switch” is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives termination, switching, signaling, transmission, and related functions for a defined geographic area by means of an end office switch.

“Tandem Switch” or “Tandem Office” is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence.

“Mobile Switching Center” or “MSC” is a switching facility that performs the switching for the routing of calls among the Company’s subscribers in other mobile or landline networks. The MSC is used to connect and switch trunk circuits to End Office Switches, Tandem Switches, and other MSCs. The MSC has the functional equivalency of an End Office Switch and/or a Tandem Switch. The Company is not a CMRS and does not operate MSCs.

COMMERCIAL MOBILE RADIO SERVICE or CMRS - Is as defined in 47 C.F.R. § 20.

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

Commission - The Federal Communications Commission or a relevant state agency with oversight authority over telecommunications.

CONVERSATION MINUTES - The measured minutes of use in full second increments (with rounding) beginning when the terminating recording switch receives answer supervision from the called end user, as comes from the called party’s carrier, and ends when the terminating recording switch receives or sends disconnect supervision (release message), whichever occurs first. Conversation Minutes are aggregated at the end of the monthly billing cycle and rounded to the next whole minute.

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

COMPANY - Media Three Corporation, Inc.

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

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**DEFINITIONS (Cont'd)**

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

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

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

ENTRY SWITCH - First point of switching.

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

EXCHANGE ACCESS - The term 'exchange access' means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

FCC - The Federal Communications Commission.

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

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

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

INTRASTATE COMMUNICATIONS - Any communication which the Calling Party and the number dialed by the Calling Party is within the same state. Intrastate communications is subject to oversight by the appropriate state regulatory commission as provided by the laws of the state involved.

INTEREXCHANGE CARRIER or "IXC" – A carrier, other than a CMRS, or Local Exchange Provider (CLEC) provider, that provides or carries, directly or indirectly, Inter-LATA service.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**DEFINITIONS (Cont'd)**

INTER\_LATA SERVICE - Telecommunications between a point located in a LATA and a point located outside such area.

INTER-MTA SERVICE – Telecommunications originated by a CMRS provider between a point located in a MTA and a point located outside such area.

INTRA-MTA SERVICE – Telecommunications originated by a CMRS provider between a point located in a MTA and a point located outside such area. This service is a Local Service.

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

LOCAL EXCHANGE CARRIER or “LEC” - As defined in the Act.

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

LOCAL EXCHANGE ROUTING GUIDE or “LERG” - the Telcordia reference customarily used to identify NPANXX routing and rating information.

LOCAL TRAFFIC – Traffic in which the Calling Party and the number dialed by the Calling Party is in the same LOCAL CALLING AREA, LATA, or MTA when such service is provided by a CMRS provider.

MAJOR TRADING AREA or “MTA” - The Major Trading Area designated by the FCC which is the service area based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39, as further specified or modified by 47 C.F.R. § 24.202.

MESSAGE - A Message is a Call as defined above.

NON ACCESS TRAFFIC -Telecommunications traffic that at the beginning of the call, the calling party originates a call on one Party's network or customer's network, which dials a telephone number on the other Party's network, and where the calling party and dialed number are within the same Local Access Transport Area (LATA) for wireline originated traffic or Major Trading Area (MTA) for wireless originated traffic. The originating or terminating point for the Company is the NPA-NXX serving the end user at the beginning of the call, and the originating or terminating point for Carrier is the location of the end office serving the Carrier's end user, regardless as to how the call is transported to the terminating Party, and if not Jurisdiction Information Parameter (JIP) is not available to provide evidence the call was originated outside the LATA or MTA.

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**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)****DEFINITIONS (Cont'd)**

NPA or the "Number Plan Area" - Also referred to as an "area code" and is the three-digit indicator that is designated by the first three (3) digits of each ten (10)-digit telephone number within the North American Numbering Plan ("NANP"). There are two general categories, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" is typically associated with a specialized Telecommunication(s) Service which may be provided across multiple Geographic NPA areas; 500, 700, 800, and 900, are examples of Service Access codes.

NXX, "NXX Code," or "Central Office Code" - The three-digit switch entity indicator that is defined by the fourth, fifth, and sixth digits of a ten (10) digit telephone number within the NANP.

NUMBER DIALED - The telephone number dialed by the calling party that is routed over the Public Switched Public Network to the Company.

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

OPERATING COMPANY NUMBER or (OCN) - A four place alphanumeric code (NNXX), assigned by NECA, that identifies providers of telecommunications services. A separate code is required for each state in which a company provides facility based telecommunication services.

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

PARTY - Either Carrier or Company.

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

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

RECIPROCAL COMPENSATION - An arrangement between two carriers in which each receives compensation from the other carrier for the transport and termination of Local Traffic or Non-Access Traffic, as defined above, which originates on the other carrier's network or another carrier's customers network.

SIGNALING SYSTEM SEVEN or (SS7) - the layered protocol used for standardized Common Channel Signaling in the United States.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

## DEFINITIONS (Cont'd)

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

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

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

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

TRANSIT TANDEM - A Telephone Company switching system that provides a distribution function for Transit Service traffic between Telecommunications Carriers.

TRANSITING TRAFFIC - Is traffic that originates on a carrier's network, "transits" the Company's tandem network substantially unchanged, and terminates on Carrier's network.

TRANSPORT - The transmission and any necessary tandem switching of Non-Access Traffic from the interconnection point between the two carriers to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC. Non-Access Traffic" is defined for purposes of this Agreement as Telecommunications traffic that at the beginning of the call, originates on one Party's network or customer's network, terminates on the other Party's network, and where the originating point and terminating point are within the same Local Access Transport Area (LATA) for wireline originated traffic or Major Trading Area (MTA) for wireless originated traffic. The originating or terminating point for the Company is the NPA-NXX serving the end user at the beginning of the call, and the originating or terminating point for Carrier is the location of the end office serving the Carrier's end user, regardless as to how the call is transported to the terminating Party, and if not Jurisdiction Information Parameter (JIP) is not available to provide evidence the call was originated within the LATA or MTA.

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**DEFINITIONS (Cont'd)**

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

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

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

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**SECTION 2 - RULES AND REGULATIONS**

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to provide telecommunications services to Customers for their lawful direct transmission and reception of voice, data, and other types of communications in accordance with the terms and conditions set forth in this tariff.
- 2.1.2 All service is subject to the availability of necessary and suitable facilities and to the provisions of this tariff. The Company or its designee may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4 Reserved for Future Use
- 2.1.5 The Company shall not be responsible for any installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner.
- 2.1.6 Customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company. The Company assumes no liability with respect to the operation or maintenance of such equipment.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and the provisions of this tariff.
- 2.2.2 The Company reserves the right to disconnect service immediately without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this tariff or the laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the United States including rules, regulations and policies of the Federal Communications Commission.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use of Service

- 2.3.1 Service may be used for any lawful purpose by the Customer or by any End User.
- 2.3.2 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.
- 2.3.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.4 Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3 Use of Service (Cont'd)**

- 2.3.5 Service may be used for any lawful purpose by the Customer or by any End User.
- 2.3.6 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.
- 2.3.7 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

**2.4 Liabilities of the Company**

- 2.4.1 Except as stated in this Section 2.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff.
- 2.4.2 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.4.3 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. Nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of connecting, concurring, or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.4 Liabilities of the Company (Cont'd)

- 2.4.4 Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.5 The liability of the Company for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be set off against charges billed during the next month.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.4 Liabilities of the Company (Cont'd)

2.4.6 Company shall be indemnified and held harmless by the Customer against:

- a. 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 Company's facilities; and
- b. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
- c. All other claims arising out of any act or omission of the Customer in any service provided by Company.

2.4.7 The Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing, of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) calendar days after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands. If notice of a dispute concerning the charges is not received, in writing, within thirty (30) calendar days after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer.

2.5 Disputes

2.5.1 If notice of a dispute as to charges is not received in writing, by Carrier, within 30 days (30) days after the date of invoice, such invoice will be deemed to be correct and binding upon Customer. If Customer disputes and does not pay any portion of a Carrier invoice, Customer must timely pay the undisputed portion of the invoice. All Disputed charges must be placed in an escrow account, and disputed charges rejected by Carrier must be paid in full on or before the next billing period. Should the customer continue its dispute it will be necessary to bring that dispute before the governing regulatory body for a definitive ruling however all charges will be due and interest charges and possible suspension of service may take effect with no liability on the Carrier.

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**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 2 - RULES AND REGULATIONS (Cont'd)**

## 2.5 Disputes, (Cont'd)

- 2.5.2 In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (C) preceding. If the customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment date, any late payment charge for the disputed amount will not start until 10 working days after the payment date. If the billing dispute is resolved in favor of the customer, no late payment penalty will apply to the disputed amount. If the customer disputes the billed amount and the billing dispute is resolved in the favor of the customer, the customer will receive a refund for any amount overpaid plus interest if applicable as described below.
- 2.5.3 If the Company refuses or discontinues providing service pursuant to this tariff or the Customer elects to discontinue receiving service pursuant to this tariff, in an effort to preserve uninterrupted termination of traffic and to avoid unnecessary disruptions in PSTN calling, the Customer will maintain the existing interconnections for the purpose of receiving traffic from the Company while the Company and Customer negotiate a termination agreement to govern the interconnections. The Company will be responsible for all costs associated with delivering traffic to the existing point of interconnection. These terms will continue to apply until such time as a termination agreement under which the Customer will receive traffic from the Company becomes effective. The Customer and the Company will use their best endeavors to resolve promptly and in good faith all outstanding issues in the negotiation of such an agreement, and will escalate any disputes to members of senior management. However, if the Customer and the Company are unable to come to a resolution of certain issues during the negotiation process, either the Customer or the Company may at any time request arbitration, mediation or assistance from the Commission or, if applicable, the Federal Communications Commission, to resolve the remaining issues, in accordance with the applicable commission's procedures. For purposes of this provision, "providing/receiving service pursuant to this tariff" includes services that are provided under a separate written agreement that only incorporates the General Regulations section of this tariff

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**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 2 - RULES AND REGULATIONS (Cont'd)**

## 2.6 Default

2.6.1 If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 5 to the billing Party of amounts not subject to a good faith dispute) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder or (b) terminate this Agreement and the provision of all Services hereunder (as set forth in Section 34). If the allegedly breaching party rejects the dispute subject to which a breach is asserted, the asserting party may not suspend services for 90-days from the date the asserting party provides a final "Failure to Cure" notice.

## 2.7 Discontinuance of Service

2.7.1 If either Party proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, such Party shall send written notice of such discontinuance to the other Party. The discontinuing Party shall provide such notice at least ninety (90) days in advance of discontinuance of its service or, if a longer period of notice is required by Applicable Law, such longer period in advance of discontinuance.

2.7.2 Nothing in this Section shall limit either Party's right to terminate this Agreement or suspend provision of Services under this Agreement.

## 2.8 Dispute Resolution

2.8.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party shall provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance or breach, and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement which, for the avoidance of any doubt, the Parties in their respective sole discretion may choose to enter into or not, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.8 Dispute Resolution, (Cont'd)

2.8.2 If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, each Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise; provided, however, that the sole available dispute resolution mechanism shall be a proceeding (or proceedings) brought by a Party consistent with the terms set forth in Section 1.1 hereof.

2.9 Obligations of the Customer

2.9.1 The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer

2.9.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.9.3 The Customer will be liable for damages to the facilities of the Company caused by the negligence or willful acts of any officers, employees, agents or contractors of the Customer.

2.9.4 The Company may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation and maintenance of Customer- provided equipment and in the wiring of the connection of Customer channels to Company owned facilities. The Company may temporarily suspend service without liability, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.

2.9.5 The Company may take such action as necessary to protect its operations and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations and personnel from harm. The Company will upon request twenty-four (24) hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.9.6 The Customer is responsible for prompt payment of all charges for services rendered by the Company.

2.9.7 The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.9 Obligations of the Customer (Cont'd)

- 2.9.8 The Customer is responsible for the proper routing of traffic offered to the Company.
- 2.9.9 Local Intra-LATA or MTA traffic shall be routed through the appropriate Local Tandem as set forth in Section 6.2.1 of the ATIS Central Office Code (NXX) Assignment Guidelines ATIS-0300051 which contains local routing information obtained from Business Integrated Routing and Rating Database System (BIRRD) and the homing arrangements set forth in LERG 7 SHA of the Local Exchange routing Guide (LERG)
- 2.9.10 Access Inter-LATA or Inter-MTA traffic shall be routed through the appropriate Access Tandem using the homing arrangements set forth in LERG 7 SHA of the Telecom Routing Administration (TRA) Local Exchange routing Guide (LERG).

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)

2.10 Interruption of Service

2.10.1 Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, and/or is not in the wiring or equipment connected to the terminal of the Company.

2.11 Restoration of Service

2.11.1 The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.11.2 The Company may perform a credit history review and/or credit reference check on any applicant whose credit eligibility is questionable based on factual information available at the time of service application.

2.11.3 Any applicant whose credit has not otherwise been duly established as provided in Section 2.12.2 hereof may be required to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held in the event that the conditions of service or basis on which credit was originally established have materially changed.

2.11.4 The amount of any deposit shall not exceed the estimated charges for three months' service or, in the case of seasonal service, one-half of the estimated charge for the season involved.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.12 A deposit will be returned:

- 2.12.1 When an application for service has been canceled prior to the establishment of service, the deposit will be applied to any charges applicable in accordance with this Tariff and the excess portion of the deposit will be returned.
- 2.12.2 Upon discontinuance of service, the Company will refund the Customer's Deposit or the balance in excess of unpaid bills.
- 2.12.3 After one (1) year of service, provided that the Customer has not been delinquent on any payment due during such one (1) year period.
- 2.12.4 The Company will pay interest on deposits pursuant to the rules and regulations on a state by state basis.

2.13 Payments and Billing

- 2.13.1 Service is provided and billed on a monthly basis. Unless otherwise agreed, the minimum service period is one month (30 days), although Customer's initial and/or final bill may be for a greater or lesser period for administrative reasons. Service continues to be provided until canceled by Customer in accordance with the provisions of this tariff.
- 2.13.2 The Customer is responsible for the payment of all charges for services furnished by the Company.
- 2.13.3 Bills are due and payable upon receipt and past due thirty (30) days after issuance. Past due amounts are subject to late charges which shall be assessed at a rate not to exceed eighteen percent (18%) per year.
- 2.13.4 An additional charge will be assessed for any Customer check returned as non-payable. Such charge shall not exceed fifty dollars (\$50.00) per check returned.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.14 Cancellation by Customer

- 2.14.1 If the Customer has ordered service requiring special facilities dedicated to the Customer's use and then cancels the order before completion of the minimum service period or some other period mutually agreed with the Customer, the Customer shall be liable for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by Company.

2.15 Equipment Space and Power

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

2.16 Testing

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

2.17 Design of Customer Services

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

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.18 Network Contingency Coordination

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

2.19 Without incurring liability, and upon reasonable notice to Customer, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

2.19.1 For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due; or

2.19.2 For violation of any of the provisions of this tariff; or

2.19.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or

2.19.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.20 Taxes

2.20.1 Customers shall be responsible for any applicable taxes.

2.21 Transfer or Assignment

2.21.1 The Company's interstate services may not be transferred or assigned to a new Customer without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.22 Mileage Measurements

- 2.22.1 Each rate center or POP has a unique set of assigned vertical and horizontal (V&H) coordinates which are used by the underlying carrier for calculating mileage.

2.23 Jurisdictional Reports

- 2.23.1 For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.
- 2.23.2 For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.
- 2.23.3 No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.
- 2.23.4 The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.24 Automatic Number Identification

2.24.1 General

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

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

2.24.2 Up to 7 Digit Outpulsing of Access Digits to Customer

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

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.24 Automatic Number Identification (Cont'd)

2.24.3 Regulations

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

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.24 Automatic Number Identification (Cont'd)

2.24.3 Regulations (Cont'd)

- f. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24-month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission
- g. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).
- h. Where ANI cannot be provided, information digits will be provided to the Customer.

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

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.25 Terms and Conditions

2.25.1 Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the Code of Federal Regulations.

2.26 Determination of Mileage

2.26.1 Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

2.27 Meet Point Billing

2.27.1 Meet Point Billing is when a Customer is required to use Media Three Corporation and another telephone company in order to originate and terminate traffic to end users. For Meet Point Billing, Media Three Corporation will use the rates charged by the incumbent local exchange company.

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**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE**

3.1 General

- 3.1.1 Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.
- 3.1.2 The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer inter-LATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 Rate Categories

Switched Access Service rate categories:

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

3.2.1 Local Switching

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

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

Shared End Office Trunk Port minutes-of-use rate provides for the use of the shared end office trunk ports for termination of common transport trunk, and/or FGA access minutes at an end office.



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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.2 Rate Categories (Cont'd)

3.2.1 Local Switching (Cont'd)

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

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

3.2.2 Local Transport

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

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

Local Transport is provided as Tandem Switched Transport.

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

a Transmission Paths

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

b Interconnection

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

## 3.2 Rate Categories (Cont'd)

## 3.2.2 Local Transport (Cont'd)

## Tandem Switched Transport

Tandem Switched Transport provides the transmission facilities from the end office to the tandem utilizing tandem switching functions. Tandem Switched Transport consists of circuits used in common by multiple customers from the access tandem to an end office. The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links.

The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the end office and the tandem using the V&H coordinates method.

The Tandem Switching rate provides for tandem switching facilities. The Tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate.

The Dedicated Tandem Trunk Port is a monthly per port rate that provides a port for each dedicated trunk terminating on the serving wire center side of the access tandem.

The Transport Multiplexing rate provides for the use of common DS3 to DS1 multiplexers in the end office side of the access tandem for traffic that is switched at an access tandem.

## 3.2.3 Tandem Switching

Tandem Switching provides for the use of tandem switching equipment. The Tandem Switching rate is assessed on a per minute basis and is applicable to all Switched Access Service minutes of use utilizing an access tandem.

## 3.2.4 Tandem Multiplexing

The Tandem Multiplexing rates provides for the use of common DS3 to DS1 multiplexers in the end office side of the access tandem for traffic that is switched at an access tandem.

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.3 Obligations of The Company**

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

**3.3.1 Network Management**

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

Customer agrees that if the Telephone Company, in its sole discretion, determines that an emergency action is necessary to protect the Telephone Company network or business, the Telephone Company may block any traffic offered by the Customer over the Telephone Company network that are needed to protect the integrity of the Telephone Company network or business. Neither Party shall have any obligation to the other Party for any claim, judgment or liability resulting from such blockage.

**3.3.2 Design and Traffic Routing of Switched Access Service**

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.3 Obligations of The Company (Cont'd)

3.3.3 Provision of Service Performance Data

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

3.3.4 Trunk Group Measurements Reports

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

**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

## 3.4 Obligations of The Customer

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

## 3.4.1 Report Requirements

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

## (A) Jurisdictional Reports:

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

## (B) Code Screening Reports:

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

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

## 3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

## 3.4.3 Trunk Group Measurements Reports:

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.4.4 The Customer is responsible for the proper routing of traffic offered to the Company.

Local Intra-LATA or Intra-MTA traffic shall be routed through the Local Trunk Groups on the appropriate Local Tandem as set forth in Section 6.2.1 of the ATIS Central Office Code (NXX) Assignment Guidelines ATIS-0300051 which contains local routing information obtained from Business Integrated Routing and Rating Database System (BIRRDs) and the homing arrangements set forth in LERG 7 SHA of the Local Exchange Routing Guide (LERG)

Access Inter-LATA or Inter-MTA traffic shall be routed through the appropriate Access Tandem using the homing arrangements set forth in LERG 7 SHA of the Telecom Routing Administration (TRA) Local Exchange Routing Guide (LERG).

**3.5 Rate Regulations**

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

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

**3.5.1 Minimum Periods:**

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

**3.5.2 Cancellation of Access Service Order**

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

- a. Prior to Firm Order Confirmation Date - If an order for Access Service is canceled prior to the Firm Order Confirmation date, no charges will apply.
- b. On or After Firm Order Confirmation Date - If an order for Access Service is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.6 Rates and Charges

3.6.1 Switched Access Service

- a. Switched Access Service provided in the Verizon Pennsylvania Inc., Verizon New Jersey Inc., and Verizon New York Inc. territories in the states of Connecticut, Massachusetts, New Jersey, New York, and Pennsylvania,

Tandem Switched Transport	Rate Per Minute
Per Tandem Transport Per Mile	\$0.000002
Switching	
Originating	\$0.002406
Terminating	See Note 1
Shared End Office Trunk	
Originating	\$0.001688
Terminating	See Note 1
Composite Terminating End Office Charge	See Note 1

3.6.2 Switched Local Service

When Local Traffic is offered to the Company over Access Trunks assigned to the Company's Carrier Access Code 0359 or 0379

	<u>Composite</u>
	<u>Rate Per Minute</u>
All traffic 24 hours	\$0.002893

Note 1 - Rates for this element may be found in The Verizon Telephone Companies Tariff F.C.C 11 Section 31.6.2. (A)

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

3.6 Rates and Charges (Cont'd)

3.6.2 800 Database Access Service

800 Database Access is a service offering using originating trunk side switched access service. This service provides for the forwarding of End User dialed 800 calls to a Company service switching point which will initiate a query to the database to perform the Customer identification function. The call is forwarded to the appropriate customer based on the dialed 800 number. The Customer has the option of having the dialed 800 number (e.g., 800-NXX-XXXX) or, if the 800 to POTS Number Translation feature is specified, a translated ten (10) digit POTS number (i.e., NPA-NXX-XXXX) delivered to the Customer Designated Premises.

When an 800 call is originated by an End User, the Company will perform the customer identification function based on the dialed digits to determine the Customer location to which the call is to be routed. The Customer identification function will be available at suitably equipped end office or access tandem switches. Calls originating from an end office switch not included in the Customer's area of service for 800 Database Access Service will not be completed.

Unless otherwise specified, the term 800 Database Access Service will include the following NPAs: 888, 877, 866, 855, 844, 833 and 822 as they become available for industry use

Per Query:

- a. Switched Access Service provided in the Verizon Pennsylvania Inc., Verizon New Jersey Inc., and Verizon New York Inc. territories in the states of Connecticut, New Jersey, New York, and Pennsylvania

Customer Identification Charge	
- per query	\$0.004357

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**

## 3.5 Rates and Charges (Cont'd)

## 3.6.3 Automatic Number Identification

Automatic Number Identification (ANI) provides the automatic transmission of a ten- digit number and information digits to identify the calling station. The ten-digit telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number.

	<u>NJ, PA</u>	<u>NY, MA</u>	<u>CT</u>
Per Attempt	\$0.00000	\$0.00000	\$0.00000

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**SECTION 4 - SPECIAL ACCESS SERVICE**

## 4. General

4.1. This section sets forth the regulations and related charges for ordering Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

## 4.2. Ordering Conditions

All services offered under this tariff will be ordered using an Access Service Request (ASR). The format of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requesting service. When placing an order for Switched Access Service, the Customer shall provide the following minimum information:

- Customer name and Premise(s) address(s);
- Billing name and address (when different from Customer name and address);
- Customer contact name(s) and telephone numbers for the following provisioning activities; order negotiating, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

## 4.3. Provision of Other Services

- 4.3.1. Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.
- 4.3.2. With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change will apply when an engineering review is required.

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**SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**

4.3.3. Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the customer may cancel the order and no charges will apply.

4.4. Access Order

Unless otherwise specified herein, an ASR is required by the Company to provide a Customer Switched Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities. When placing an order for either Local Connect Service, Tandem Connect Service, or Third-Party Tandem Connect Service (in those cases where such service is ordered via an ASR, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Third-Party Connect Service by means of an ASR, the Customer will only be required to complete an ASR for installation of new service.

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**SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**

4.5 Access Service Date Intervals. Access Service is provided with one of the following Service Date intervals:

4.5.1 Standard Interval –

- a. Standard Interval: Except for Third-Party Connect Service ordered under option (2), the Standard Interval for Switched and Special Access Service will be 10 business days from the date the ASR is submitted to the Company. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours.
- b. For Third-Party Tandem Connect Service ordered under option (2), the Standard Interval will be the same day as the service is ordered.

4.5.2 Negotiated Interval: The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's required interval, subject to the following conditions:

4.6 Access Service Request Modifications:

- 4.6.1 The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.
- 4.6.2 Any increase in the number of Special Channels, Switched Access Service lines, trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

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**SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)****4.7 Service Commencement Date Charges:**

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. Then, if for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Change Charge will apply.

In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company. The Service Date Change charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 15.1.3.2.

**4.8 Design Change Charge:**

4.8.1 The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and requested changes to determine what change(s) in design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination or type of Channel interface. Any other changes are not considered Design Changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

4.8.2 The Design Change Charge will apply on a per order, per occurrence basis for each order requiring a Design Change. The applicable charges, as set forth in Section 15.1.3.2 are in addition to any Service Date Change Charges that may apply.

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**SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**

4.9 Expedited Order Charge:

- 4.9.1 When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the Expedited Order request. However, if upon reviewing availability of equipment and scheduled work load, Company agrees to provide service on an expedited basis and Customer accepts Company's proposal, an Expedite Charge will apply. If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Charge will not apply.
- 4.9.2 In the event the Company provides service on a expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge
- 4.9.3 In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein
- 4.9.4 In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.
- 4.9.5 An Expedite Charge will not be applied to orders expedited for Company reasons.
- 4.9.6 If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.
- 4.9.7 The Expedited Order Charge will apply on a per order, per occurrence basis

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**SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)****4.10 Cancellation of an Access Service Request:**

- 4.10.1 A Customer may cancel an ASR for the installation of Switching Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days.
- 4.10.2 A customer may negotiate an extension of the service date of an ASR for installation of new service or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days.
- 4.10.3 On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied. Except as stated herein, Cancellation Charges will apply as specified in Section 15.1.3.3. If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.
- 4.10.4 If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil disturbances, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

**4.11 Minimum Period of Service.**

The minimum period for which Third-Party Tandem Connect Service is provided and for which charges are applicable is one month.

4.11.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

- a. A change in the identity of the Customer of record;
- b. A move by the Customer to a different building;
- c. A change in type of service;
- d. A change in Switched Access Service Interface (i.e., DSL or DS3);
- e. A change in Switched Access Service Traffic Type

4.11.2 For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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**SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**

## 4.12 Tandem Connect Switched Access Service

Tandem Connect Switched Access Service is service in which either (a) the End User obtains its Connection to the PSTN from a third party whose network subtends the Company's network; and/or (b) the Customer physically connects with the Company at a point of interconnection located in a local access and transport area other than the one in which the End User obtains its Connection to the PSTN from the Company. Unless the Customer chooses to provide its own facilities for connection, the Company will provide a connection between the Customer's Premises and a Company point of interconnection in the same local access and transport area. This transmission path will be dedicated to the use of a single Customer. Customer may specify a DS3 or DS1 connection. Higher or lower data rates may be available on a Special Construction.

Tandem Connect Switched Access Service is provided in the local access and transport areas in which the Company has tandem equipment. A connection from a Customer's network to any Company tandem location will provide connectivity to all Company end offices nationwide and all third-party End Offices that subtend any Company tandem, nationwide. The Company will provide Customers a list of its Tandem locations upon request, including a list of the Company and third-party End Offices that subtend each tandem.

Tandem Connect Switched Access Service is comprised of: (i) charges for Entrance Facilities/Direct Trunked Transport and DS1 Switch Ports (at the Customer side of the tandem switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute Tandem Switching charge; and (iv) a per-minute Tandem Switched transport charge (capped at 10 miles of transport between the Tandem Switch and the end office switch); These charges are set out of this Tariff. These charges are in addition to any applicable end office charges from the Company, or the third-party network whose end office subtends the Company's tandem, as the case may be. If a third party that subtends the Company's network provides the End User's Connection to the PSTN, then billing by the Company and the third party shall be as specified.

Where a Customer obtains Tandem Connect Switched Access Service, calls to and from Company NPA-NXXs located in the same local access and transport area in which the Customer connects to the Company's network shall be rated as Local Connect Switched Access Service, irrespective of whether such service is separately ordered for such NPA-NXXs.

All Exchange Access (toll) facilities interconnected to the Telephone Company by Customer shall be two-way in nature, unless otherwise agreed in writing by the Telephone Company. All other (non-toll) facilities interconnected to the Telephone Company by Customer may be one-way or two-way in nature, at the Telephone Company's sole discretion.

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**SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)****4.13 Third-Party Tandem Connect Switched Access**

Service is provided in conjunction with a third-party provider of Tandem Switching in cases where the Company's Switch providing the End User's Connection to the PSTN subtends such third-party Tandem Switch. Third Party Connect Switched Access Service consists of circuits from the point of interconnection with Customer's third-party tandem provider to the Company's End Office Switch. This Third Party Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and Tandem Switched transport charges. Charges are computed in accordance with Section 4.2.9 preceding (Ordering, Rating, and Billing of Access Services where More Than One Local Exchange Carrier is involved). Subject to and as specified there, with Third Party Tandem Connect Switched Access Service, Customer will pay Company for End Office switching and port charges, and carrier common line charges, and, typically, an appropriate portion of transport mileage.

Third-Party Tandem Connect Switched Access Service is available only with respect to (a) Company End Office switches that subtend a third party's tandem switch, and (b) on an incidental and transitional basis, Company End Offices that subtend a Company tandem, but where physical connections exist that permit the delivery of incidental traffic to the Company's End Office switch via the third party Tandem Switch.

The Company will provide, upon request, an identification of the Tandem Switch (Company or third party) that each of its End Offices subtends. The Company will also reflect the tandems that each of its End Offices subtends in the Local Exchange Routing Guide or successor industry document.

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**SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**

4.14 Entrance Facility/Direct Trunked Transport.

Local Connect and Tandem Connect arrangements require the establishment of a connection between the Customer's premises and the relevant Company switch(es). Such connection is established using an Entrance Facility/Direct Trunked Transport arrangement as described in this section.

4.14.1 Entrance Facility/Direct Trunked Transport.

An Entrance Facility/Direct Trunked Transport element provides the communication path between a Customer's Premises in a local access and transport area and a Telephone Company switch in the same local access and transport area for the sole use of the customer.

The Entrance Facility/Direct Trunked Transport element consists of a fixed monthly charge and a charge per mile per month, with mileage measured from the Customer's Premises to the relevant Telephone Company switch. This arrangement is required whether the Customer's Premises and relevant Telephone Company switch are located in the same or different buildings (although where they are in the same building a zero mileage rate would apply).

Where facilities are available at the time of a Customer order, the Company will provide the Entrance Facility/Direct Trunked Transport.

Where facilities are not available at the time of a Customer order, the Customer may self-provision a connection from its Premises to the applicable Company point of interconnection, or the Company may provide the Entrance Facility on a Special Construction basis as specified.

If a Customer has no Premises or facilities in the local access and transport area where a Company switch is located to which the Customer seeks to connect, the Company will arrange for transport from a mutually agreeable location in the local access and transport area where the Customer has Premises or facilities to the local access and transport area where the relevant Company switch is located. Due to the variability of possible arrangements affected by this provision, the rate(s) applicable to any such arrangement will be developed on an individual basis in accordance with the provisions of this Tariff.

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**SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**

4.14.2 Multiplexing.

A Customer must deliver traffic to or receive traffic from the Company at the DS3 level, in which case multiplexing charges will apply as set forth in this tariff.

4.14.3 Switch Port.

An Entrance Facility/Direct Trunked Transport arrangement will terminate in one or more DS1 ports on the relevant Company switch. Charges for these ports will apply as set forth in this tariff.

4.14.4 Design Layout Report:

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.14.5 Acceptance Testing:

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tons slope, D.C. continuity and operational signaling.

4.14.6 Ordering Options and Conditions:

Switched Access Service is ordered under the Access Order provisions set forth in Section 12. Also included in that section are other charges which may be associated with ordering Switched Access Service.

4.15 Fixed Rate Elements

The following facility elements will be charged regardless of how FGD access is provided at the rates for which FGD is established with a 100% Facility

PIU and PVU is irrespective of the actual current traffic mix:

- a. DS3 Entrance Facility
- b. Multiplexing (Optional Features)
- c. Port Charge(s)

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**DOMESTIC INTERSTATE ACCESS SERVICES****SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)**

## 4.16 Fixed Rate Elements - Rates and Charges

## 4.16.1 Local Transport

## 4.16.1.1 Entrance Facility - Standard Channel Termination - DS3 - Electrical:

Number of DS3 CTs Counted	Monthly Rate, Per Count	Nonrecurring Charge
1	\$2,310.00	\$1.00
2	2,100.00	1.00
3	1,650.00	1.00
4	1,550.00	1.00
5	1,500.00	1.00
6	1,450.00	1.00
7	1,400.00	1.00
8	1,350.00	1.00
9	1,300.00	1.00
10	1,250.00	1.00
11	1,200.00	1.00
12	1,090.00	1.00
13	1,260.00	1.00
14	1,240.00	1.00
15	1,230.00	1.00
16	1,220.00	1.00
17	1,200.00	1.00
18	1,190.00	1.00
19	1,175.00	1.00
20	1,150.00	1.00
21	1,140.00	1.00
22	1,120.00	1.00
23	1,105.00	1.00
24	1,101.00	1.00
25 and Over	1,100.00	1.00

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## 4.16 Fixed Rate Elements - Rates and Charges (Cont'd)

## 4.16.1 Transport (Cont'd)

## 4.16.1.2 DS3 to DS1 Multiplexing:

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
Per Arrangement	\$900.00	\$0.00
4.16.1.3 Dedicated Tandem Trunk Port Charge:	<u>Monthly Rate</u>	
Charge Per Dedicated Tandem Trunk Port	\$12.50	

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**SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE**

5.1 General

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

5.2 Limitations

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

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**SECTION 6 - SPECIAL ARRANGEMENTS**

## 6.1 Special Construction

## 6.1.1 Basis for Charges

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

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

## 6.1.2 Termination Liability

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

- a. The period on which the termination liability is based is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
  2. license preparation, processing, and related fees;
  3. tariff preparation, processing and related fees;
  4. cost of removal and restoration, where appropriate; and
  5. any other identifiable costs related to the specially constructed or rearranged facilities.

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**SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)**

6.2 Non-Routine Installation and/or Maintenance

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

6.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements.



**DOMESTIC INTERSTATE ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION**

7.1 General

The Company will provide the following services:

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

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.2 Recording Service

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

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

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

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

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.2 Recording Service (Cont'd)

## 7.2.1 Undertaking of the Company

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

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

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

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

7.2 Recording Service (Cont'd)

7.2.2 Liability of the Company:

Notwithstanding 7.2.1-4 preceding, the company's liability for recording service is as follows:

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

7.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

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

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

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.2 Recording Service (Cont'd)

## 7.2.4 Payment Arrangements and Audit Provision

## a. Notice and Scope:

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

## b. Payment of Expense

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

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

Recording Service (Cont'd)

7.2.4 Payment Arrangements and Audit Provision (Cont'd)

c. Requests for Examinations

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

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

d. Audit Provision

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

e. Minimum Period and Minimum Monthly Charges

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

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

7.2 Recording Service (Cont'd)

7.2.4 Payment Arrangements and Audit Provision (Cont'd)

f. Cancellation of a Special Order

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

g. Changes to Special Orders

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

7.2.5 Rate Regulations

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

For Recording Service Media Three Corporation will use the rates charged by the incumbent local exchange company.

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

7.3 Automatic Number Identification

ANI provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with:

(1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises.

7.3.1 Rate Regulations

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

7.3.2 Rates

- Per call: \$0.000630

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

7.4 Billing Name and Address Service

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

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

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

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

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

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.4 Billing Name And Address Service (Cont'd)

## 7.4.1 Undertaking of the Company

- a. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- b. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.

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

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.4 Billing Name and Address Service (Cont'd)

## 7.4.2 Obligations of the Customer

- a. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- b. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- c. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- d. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.
- e. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.4 Billing Name and Address Service (Cont'd)

## 7.4.2 . Obligations of the Customer (cont'd)

## e. (cont'd)

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

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

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

## 7.4 Billing Name and Address Service (Cont'd)

## 7.4.3 Rate Regulations

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

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

- c. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

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

- d. The percentages provided in the reports as set forth in 8.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.
- e. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

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**SECTION 7 - BILLING AND COLLECTION (Cont'd)**

7.4 Billing Name and Address Service (Cont'd)

7.4.4 Rate Regulations

a. Rates:

For Billing Name and Address Service Media Three Corporation will use the rates charged by the incumbent local exchange company.

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