CABLEVISION LIGHTPATH LLC
COMMUNICATIONS SERVICES

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SCHEDULE OF INTRASTATE CHARGES

APPLYING TO END-USER COMMUNICATIONS SERVICES

FOR NON-RESIDENTIAL CUSTOMERS BETWEEN FIXED POINTS

IN THE STATE OF GEORGIA

ISSUED: March 15, 2024
ISSUED BY: Christopher Yost, General Counsel

EFFECTIVE DATE: March 21, 2024

Cablevision Lightpath LLC
1111 Stewart Avenue
Bethpage, NY 11714

CHECK SHEET

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

Page	Number of Revisions	Page	Number of Revisions
1	Original	33	Original
2	Original	34	Original
3	Original	35	Original
4	Original	36	Original
5	Original	37	Original
6	Original	38	Original
7	Original	39	Original
8	Original	40	Original
9	Original	41	Original
10	Original	42	Original
11	Original	43	Original
12	Original	44	Original
13	Original	45	Original
14	Original	46	Original
15	Original	47	Original
16	Original	48	Original
17	Original	49	Original
18	Original	50	Original
19	Original	51	Original
20	Original	52	Original
21	Original	53	Original
22	Original	54	Original
23	Original	55	Original
24	Original	56	Original
25	Original	57	Original
26	Original	58	Original
27	Original	59	Original
28	Original	60	Original
29	Original	61	Original
30	Original	62	Original
31	Original	63	Original
32	Original		

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EFFECTIVE DATE: March 21, 2024

TABLE OF CONTENTS

CHECK SHEET 2
TABLE OF CONTENTS 3
RULES AND REGULATIONS 5
1. CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS 5
2. EXPLANATION OF SYMBOLS 5
3. DEFINITIONS 5
4. APPLICATION OF TARIFF 8
5. REGULATIONS 9
5.1 Undertaking of the Company 9
5.2 Prohibited Uses 15
5.3 Obligations of the Customer 16
5.4 Customer Equipment and Channels 18
5.5 Payment Arrangements 19
5.6 Allowances for Interruptions in Service 26
5.7 Switched Network Services 29
5.8 Automatic Number Identification Terms and Conditions 31
5.9 Schools and Libraries Discount Program 32
5.10 Health Care Providers Support Program 34
5.11 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority 36
5.12 Emergency Services 41
5.13 Early Termination Charges for Standard Installation and Non-New Builds 43
5.16 Standard Installation 43
6. BUSINESS SERVICES 44
6.1 Special Construction Services 44
6.2 Individual Case Basis Arrangements 45
6.3 Optical Transport Services and Metro Ethernet Services 45

6.4 Maintenance and Repair Charges for Business Services 52
6.5 Critical Facilities Administration Service 52
6.6 Metropolitan Continuity Service (MCS) 54
6.7 Private Fiber Network (PFN) 55
6.8 Business Hosted Voice / Enterprise Voice Services 55
7. BUSINESS RATES 58
7.1 Transmission Services 58
7.2 Metro Ethernet Services 58
7.3 Private Fiber Network 59
7.4 Business Hosted Voice / Enterprise Voice Service 59
7.5 Metro Ethernet Services 633

RULES AND REGULATIONS

1. CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

None.

2. EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text.
N	To signify new rate or regulation.
R	To signify reduced rate.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.

3. DEFINITIONS

Certain terms used generally throughout this tariff for the Network Services of this Company are defined below.

Advance Payment: Part or all of a payment required before the start of service.

ANSI: American National Standards Institute. The standards setting, non-government organization, which develops and publishes standards for transmission codes, protocols, and high-level languages for "voluntary" use in the United States.

Authorized User: A person, firm or corporation which is authorized by the Customer or to be connected to the service of the Customer. An authorized user must be specifically named in the application for service.

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

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line.

3. DEFINITIONS (CONT.)

Call Forwarding System: Permits calls attempting to terminate to a busy station to be re- directed to a predetermined line.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.

Call Transfer: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line.

Channel: A path for electrical transmission of information between two or more stations.

Company: Cablevision Lightpath LLC the issuer of this tariff, which is a Delaware limited liability company

Customer: The person, firm or corporation, which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer Premises Equipment (CPE): Equipment used at the Customer's location.

Department: Public Service Commission of the State of Georgia.

Direct Inward Dialing (DID): Routes incoming calls directly to stations.

Direct Outward Dialing (DOD): Allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

3. DEFINITIONS (CONT.)

Duplex Service: Service which provides for simultaneous transmission in both directions.

End of Term Options: Prior to the end of the term commitment period, the Customer may select one of the following options, to be effective at the end of the term: renew the term commitment; commit to a new term period; arrange for an upgrade in class of Service; or arrange for a termination of Service.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Force Majeure Event: An event beyond the Company's reasonable control, which causes delay or failure in performance, whether or not foreseeable by the Company. Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, , any moratorium, law, order, regulation of action of any governmental body or court order labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the Customer, and acts of God. The payment of money is specifically excluded from the definition of a Force Majeure Event.

Gbps: Gigabits per second, denotes one (1) billion bits of data transmitted in one (1) second.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

Individual Case Basis (ICB): A service arrangement in which the regulation, rates, and charges are developed based on the specific circumstances of the case.

Interrupted Service: That portion of service provided to a Customer or Authorized User of which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

Last Number Redial: Enables a user to redial the last called number by use of an access code rather than dialing the entire number.

Mbps: Megabits per second, denotes one (1) million bits of data transmitted in one (1) second.

3. DEFINITIONS (CONT.)

Network: The Company's transmission facilities, including its fiber optics-based communications system and all other transmission lines and interconnection equipment.

Network Services or Services: The Company's telecommunications services offered on the Company's Network. "On-Network" refers to a building or location connected to the Company's Network.

One-way Service: Service which provides for transmission in one direction.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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

Speed Calling Station: Allows a station line user to add, change or delete telephone users from a list.

Speed Calling System: Allows shared use of a speed calling list.

Station: A premises or point designated by the Customer at which a Channel terminates and where information originates or terminates.

Switched Network Services: The Company's intrastate toll and local exchange switched telephone services offered for intraLATA and interLATA use.

Two-way Service: Service which provides for transmission and/or reception to or from a station.

4. APPLICATION OF TARIFF

4.1 This tariff contains the rates, regulations and conditions applicable to the Network Services and Switched Network Services furnished by the Company to non-residential Customers within the State of Georgia where Company-provided facilities exist.

5. REGULATIONS

5.1 Undertaking of the Company

(a) Scope

The Company undertakes to provide telecommunications services to non-residential customers within the State of Georgia.

The Company's obligation to furnish Network Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for construction and maintenance thereof.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any services provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

(b) Allocation or Shortage of Equipment or Facilities

(i) The Company reserves the right to limit or to allocate assigned transmission paths at its discretion or to limit the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to some other cause beyond the Company's control.

(ii) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

(c) Liability of the Company

(i) Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

5. REGULATIONS (CONT.)

(ii) The liability of the Company for damages arising out of the furnishing of services under this tariff, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section 5.6. The extension of such allowances for interruption in service shall be the sole remedy of the Customer, any Authorized User, and any other party or person(s), and the sole liability of the Company. In the absence of gross negligence or willful misconduct, the Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer, Authorized User, or any other party or person(s) may suffer. In no event will the Company be liable for interruptions of service caused as a result of routine maintenance, testing or adjustment of facilities.

(iii) The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, adverse weather conditions, earthquake, volcanic action or other catastrophes; embargo, any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials, acts or omissions of Customer, power failure; or boycott, strikes, lock-outs, work stoppages, or other labor difficulties.

(iv) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers' facilities or equipment used for or with Network Services the Company offers.

(v) The Company shall not be liable for any loss or interruptions in service or for any damages or losses due to the fault or negligence of the Customer, or any Authorized User, or any other party or person(s), or due to the failure or malfunction of Customer-provided or Authorized User-provided equipment or facilities due to the failure of the Customer to fulfill any obligation under this tariff.

5. REGULATIONS (CONT.)

(vi) The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.

(vii) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s) including Authorized Users, and for any loss, damage, or destruction of any property, whether owned by the Customer, Authorized Users or 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 any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 5.1(c)(vii) as a condition precedent to such installations.

(viii) The Company is not liable for any defacement of or damage to the Premises of a Customer or an Authorized User resulting from the furnishing of services or equipment on or at such Premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

(ix) The Company shall be indemnified, defended, and held harmless by Customers, Authorized Users, or any other party or person(s) against any claim, loss, or damage arising from the Customer's, Authorized User's, or other party's or person's (s') use of services offered under this tariff, involving claims for libel, slander, invasion of privacy, infringement of copyright, or other unlawful activity arising from the Customer's, Authorized User's, or other party's or person's (s') communications.

(x) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND

5. REGULATIONS (CONT.)

FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

(xi) Customer agrees to defend, indemnify and hold the Company and the officers, directors, agents, affiliates, distributors, franchisees and employees of the Company harmless from and against any and all Authorized User or third party claims, losses, damages, actions, liabilities, expenses, or costs, arising out of or in connection with any claim, demand, action, suit, investigation, arbitration or other proceeding by a Authorized User or third party to the extent directly or indirectly caused by the Customer including, but not limited to claims by any third party or any Authorized User directly or indirectly resulting from Customer's act or omission in describing the capacity, operation or functionality of Network Services, or the requirements for furnishing and continued provision of Network Services.

(xii) The Company shall not be liable for any interruptions in service due to suspected fraud, potential uncollectible situations or misuse of services including reselling of services.

(xiii) In order to control fraud in any instance in which the Company has reason to believe that a Customer is using services in a fraudulent manner, or in a manner that will result in service fees in excess of credit limits established by Company for the Customer, the Company may restrict, suspend, or discontinue providing service.

(xiv) If the Company determines that a Customer is placing an extraordinarily high volume of calls on the network, the Company will make a reasonable attempt to contact by telephone the Customer responsible for the billed number to discuss the suspected fraudulent use of the service prior to restricting, suspending or discontinuing the service.

(xv) If the Company does not receive satisfactory assurances, at the time contact is made with the Customer responsible for the billed number, the Company may restrict, suspend, or discontinue providing the service. The service will be reinstated if the Company receives satisfactory assurances that the Customer is not using the services for fraudulent purposes or the Company receives an appropriate advanced payment pursuant to Section 5.5(c).

5. REGULATIONS (CONT.)

(xvi) The Company may also refuse to provide service if the acts of the Customer or the conditions on its premises are consistent with patterns of known fraudulent activity such as to indicate an intention to defraud the Company once service is provided.

(xvii) In order to prevent fraud, the Company may also, at its option, establish commercially reasonable calling limits for Customers who are applicants for service or existing Customers whose financial condition cannot be verified or is otherwise unacceptable to the Company. This usage limit may be increased or decreased by the Company as it deems necessary in light of changing Customer circumstances.

(xviii) In order to control fraud, the Company may temporarily restrict access to the network from any specific line when a pattern of calling on that line is consistent with known patterns of fraudulent calling. Prior to implementing this restriction, the Company will make a reasonable attempt to contract by telephone, the party responsible for the billed number to discuss the fraudulent activity prior to placing a restriction against the line. If the responsible party cannot be contacted despite the Company's reasonable efforts, the Company may, at its option, implement the restriction to avoid further fraudulent calling. The Company will then notify the responsible party by the most expeditious means reasonably possible that the line has been restricted. The restriction shall be removed when the responsible party informs the Company that the calling is legitimate and/or instructs the Company to restore service to that line. The Customer and each and every Authorized User, jointly and severally, indemnifies and saves the Company harmless against claims for libel, slander, or the infringement of copyright arising from or in connection with the material or subject matter transmitted over the Network; against claims for the infringement of patents arising from combining with, or using in connection with, the Network or the Company's facilities, apparatus and systems furnished by the Customer or Authorized User; and against any and all other claims arising out of any act or omission of the Customer or Authorized User or a vendor or Customer of the Customer or Authorized User in connection with use of the Network or the Company's facilities.

5. REGULATIONS (CONT.)

(d) Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not individual Customer service specific, they affect many Customers services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

(e) Provisions of Equipment and Facilities

(i) The Company may undertake to use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

(ii) The Company undertakes to use reasonable efforts to maintain only facilities and equipment that it furnishes to the Customer. The Customer, or Authorized User may not, nor may it permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

(iii) Equipment the Company provides or installs at the Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

(iv) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of equipment or facilities provided by the Customer or Authorized User.

5. REGULATIONS (CONT.)

(v) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided or Authorized User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided or Authorized User-provided equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-provided or Authorized User-provided equipment.

(f) Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours (M-F, 8am – 5pm) or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours (M-F, 8am – 5pm) but, at the Customer's request, extends beyond regular business hours (M-F, 8am – 5pm) into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

(g) Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

5.2 Prohibited Uses

(a) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

5. REGULATIONS (CONT.)

(b) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

(c) A Customer, or Authorized User may not resell, charge, loan, sublease, assign, or transfer in any manner, the service without the written consent of the Company.

(d) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

5.3 Obligations of the Customer

(a) The Customer shall be responsible for:

(i) The payment of all applicable charges as set forth in this tariff;

(ii) Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or Authorized User, or the noncompliance by the Customer or Authorized User with these regulations; or by fire or theft or other casualty on the premises of the Customer or Authorized User unless caused by the negligence or willful misconduct of the employees or agents of the Company;

(iii) Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer or Authorized User and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

(iv) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or Authorized User is placed or is located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space described

5. REGULATIONS (CONT.)

in 5.3(a)(iii) preceding. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section 5.3(a)(iii) prior to accepting an order for service;

(v) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company;

(vi) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Premises or the rights-of-way for which Customer is responsible under Section 5.3(a)(iv); and obtaining permission for Company agents or employees to enter the Premises of the Customer or Authorized User at any reasonable purpose of installing, inspecting, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

(vii) Except as provided in Section 5.6(a), making Company facilities and equipment available periodically for Company-initiated maintenance purposes at a time agreeable to both the Company and the Customer or Authorized User. No allowance will be made for the period during which service is interrupted for such purposes; and

(viii) Keeping the Company's equipment and facilities located on the Customer's Premises or rights-of-way obtained by the Customer or Authorized User free and clear of any liens or encumbrances relating to the Customer's or Authorized User's use of the Company's services or from the location of such equipment and facilities.

5. REGULATIONS (CONT.)

5.4 Customer Equipment and Channels

(a) In General

A Customer may transmit or receive information or signals via the facilities of the Company.

(b) Station Equipment

(i) Customer provided terminal equipment on the Premises of the Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer or Authorized User.

(ii) The Customer or Authorized User is responsible for ensuring that Customer-provided or Authorized User-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Customer or Authorized User or by the Company at the Customer's or Authorized User's expense.

(c) Interconnection of Facilities

(i) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

(ii) Network Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

5. REGULATIONS (CONT.)

(d) Interconnection of Provisions

(i) Facilities furnished under this tariff may be connected to Customer-provided or Authorized User-provided terminal equipment in accordance with the provisions of this tariff.

(e) Inspections

(i) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth in Sections 5.4(b) and 5.4(d) for the installation, operation, and maintenance of Customer-provided or Authorized User-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

(ii) If the protective requirements for Customer-provided equipment or Authorized User-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer or Authorized User promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer or Authorized User must take this corrective action and notify the Company of the action taken. If the Customer or Authorized User fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

5.5 Payment Arrangements

(a) Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to Authorized Users.

5. REGULATIONS (CONT.)

(i) Taxes. The Customer is responsible for the payment of all permissible sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges, including universal service fund charges, imposed on or based upon the provision, sale or use of Network Services (excluding taxes on the Company's net income).

(b) Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or users for services and facilities furnished to the Customer by the Company. Failure to pay invoiced charges may result in the discontinuance of service.

(i) Non-recurring installation charges are due and payable within 30 days of presentment of an invoice to the Customer.

(ii) Recurring charges are due and payable within 30 days of presentment of an invoice to the Customer for the service or facility furnished. A service or facility may be discontinued for nonpayment of a bill.

(iii) Billing starts on the day after the Customer has been notified that the service or facility becomes available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued. Monthly charges will be billed one month in advance, except where prohibited by law or as otherwise provided in this tariff. Taxes will be separately stated on the Customer's bill.

(iv) If any portion of the payment is received by the Company more than thirty (30) days after the payment date as set forth in 5.5(b)(i) and 5.5(b)(ii) preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

1. the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company; or

5. REGULATIONS (CONT.)

2. 0.000493 per day, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company.

In addition, the following regulations are applicable to late payment penalties.

3. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.

4. In the event the Customer's account is place into collection, the Customer agrees to pay the Company's expenses including reasonable attorney's fees, collection costs, and disbursements.

5. The late payment charge does not apply to disputed amounts that are associated with unpaid balances. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

6. All amounts deferred under deferred payment agreements will not be subject to the late payment charge.

(v) The Customer will be assessed a $15.00 charge for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

(vi) Customers have up to ninety (90) days after the bill is rendered to initiate a dispute over a charge or to receive credits. A bill will not be deemed correct and binding upon the Customer by virtue of the preceding sentence if the Company or the Customer has records on the basis of which the objection may be considered. If objection results in a refund to the Customer, such refund will be without interest at the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater.

(vii) If service is disconnected by the Company and later restored, restoration of service will be subject to all applicable restoral charges.

5. REGULATIONS (CONT.)

(viii) Company will not provide interest on a Customer overpayment. A Customer overpayment is defined as a payment to Company in excess of the correct charges for service which was caused by erroneous Company billing.

(c) Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and two month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required of Customers in addition to a deposit. The Company reserves the right to waive Advance Payments and/or Deposits, at its sole discretion, upon a showing of adequate financial responsibility to the satisfaction of the Company.

(d) Deposits

(i) To safeguard its interests, before a service or facility is furnished, the Company may require a Customer, whose financial responsibility is not established to the satisfaction of the Company, to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

1. two month's charges for a service or facility, or

2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

(ii) A deposit may be required in addition to an advance payment.

(iii) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining

5. REGULATIONS (CONT.)

will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

(iv) The Company may require a deposit from an existing Customer if the Customer is delinquent in payment, or if the Customer's service has been suspended or terminated for non-payment once within the preceding 6-month period. "Delinquent in payment" means that a Customer has received 2 consecutive bills without making payment of one-half of the total of the 2 bills prior to the due date of the second bill. In addition, the Company should provide a Customer with written notice at least 10 days before it may assess a deposit, and state that the failure to make timely payment will permit the Company to require a deposit. A Customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

(v) Deposits held will not accrue interest at a rate specified by the Department. New deposits from Customers are reviewed after the first 3 monthly bills have been rendered; if too much has been taken the excess is returned. The entire deposit is returned to Customers after 1 year, and to Customers after 3 years, unless the Customer is delinquent in payment, in which case the Company continues to hold it. When the service is discontinued, the amount of any deposit is applied against the final bill, and any balance is returned to the subscriber.

(e) Installment Billing

INTENTIONALLY OMITTED

(f) Discontinuance of Service

(i) Upon nonpayment of any charges or deposits owing to the Company, the Company, after complying with the procedures described in 5.5(b), may, by giving notice as described below to the Customer, discontinue or suspend service under this tariff without incurring any liability. a written notice of discontinuance of service, with reasons specified, will be sent via First Class U.S. Mail fifteen (15) days prior to discontinuance, followed by a second written notice sent via First Class U.S. Mail five (5) days prior to discontinuance of service.

5. REGULATIONS (CONT.)

(ii) Upon violation of any of the other terms or conditions for furnishing service under this tariff, or upon any prohibited or improper use of the Network or the Company's facilities or other violation by the Customer or any Authorized User of any laws or the rules and regulations governing the Network or the Company's facilities, or upon objection to continuance of service made by or on behalf of any governmental authority, the Company may by giving 30 days prior notice to the Customer, or such shorter notice as is required by law, discontinue or suspend service under this tariff without incurring any liability.

(iii) Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may discontinue or suspend service under this tariff without incurring any liability.

(iv) Upon the Customer's discontinuance of service to the Customer under Section 5.5(f)(i) or 5.5(f)(ii), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

(v) Telephone service shall not be discontinued for:

1. Nonpayment of bills rendered other than for telephone service or deposits requested in connection with telephone service;

2. Nonpayment for services for which a bill has not been rendered;

3. Nonpayment for services which have not been rendered, except the initial advance payment of new Customers;

4. Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit on weekends or New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day,

5. REGULATIONS (CONT.)

Election Day, Veteran's Day, Thanksgiving Day, Christmas or other Federal or State holidays proclaimed by the President or the Governor or days on which the Company is not open for business.

(vi) Telephone service shall not be disconnected for nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company complaint handling procedures and applicable regulations of the Department. Telephone service may be disconnected for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer, having been asked to pay such undisputed portion, does not do so.

(g) Fractional Charges

(i) Monthly Service. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

(h) Cancellation of Application for Service

(i) Service are non-cancelable unless the Company otherwise agrees. Where the Company permits a Customer to cancel a service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

(ii) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

(iii) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have

5. REGULATIONS (CONT.)

begun, before the Company receives a cancellation notice, a charge equal to costs incurred applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

(iv) The special charges described in 5.5(h)(i) through 5.5(h)(iii) will be calculated and applied on a case-by-case basis.

(i) Changes In Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

(j) Backbilling

Charges for previously unbilled service or upward adjustments of bills previously rendered to residence Customers may not be billed beyond 24 months after the error occurred unless the culpable conduct of the Customer caused or contributed to the untimely billing. When such charges are billed, the Company must provide an explanation and advise Customers that payment may be made under an installment plan which shall not be less than one month for each month represented by the late billed charges unless otherwise agreed to. In addition, the Company may not disconnect service for nonpayment of charges rendered in excess of 6 months after the service was provided unless the delay in billing was due to the Customer's culpable conduct. Upon request, a written explanation will be provided.

5.6 Allowances for Interruptions in Service

Subject to 5.6(b), in the event of an interruption, delay, or outage in the transmission of the services between the demarcation point and the Company's Network (a "Service Outage"), Customer may request a service credit as set forth in the table immediately below for the effected service (each, a "Service Credit"). The calculation of a Service Outage will be deemed to begin upon the earlier of: (i) Company's actual knowledge of the Service Outage, or (ii) Company's receipt of notice from Customer of the Service Outage, less (iii) any time Company is waiting for

5. REGULATIONS (CONT.)

additional information. A Service Outage will be deemed to end when the Service is operational and in material conformance with the technical specifications for such service as documented by Company's records. Notwithstanding anything to the contrary, in no event will a Service Outage be deemed to be or constitute a breach by Company for providing the service.

(a) Service Credit for Service Outages

(i) For calculating Service Credits, every month is considered to have 30 days. A Service Credit is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the Service Outage.

(ii) A Service Credit will be given for Service Outages as follows:

Length of Service Outage	**Amount of Service Credit (% of MRC)**
Less than 43.2 Minutes	No Credit
43.2 minutes up to 4 hours	10%
4 hours up to 8 hours	15%
8 hours up to 12 hours	20%
12 hours up to 16 hours	25%
16 hours up to 24 hours	35%
24 hours or greater	50%

(b) Limitations on Service Credits

(i) Service Credits are calculated as a percentage of the monthly recurring charge ("MRC") set forth in the service order and may not be applied to non-recurring charge ("NRC"), usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Customer by Company. Service Credits will not be issued to Customer if Customer's account with Company is in arrears. In no event will the cumulative credits for any month exceed fifty percent (50%) of the MRC for the affected Service. Service Credits issued to Customer hereunder are Customer's sole and exclusive remedy at law or in equity on account of any Service Outage.

(ii) Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to request the Service Credit. Failure to request a Service Credit within such period

5. REGULATIONS (CONT.)

will constitute a waiver of any claim for a Service Credit.

(iii) Customer will not receive any credit for a Service Outage or delay in performing repairs, arising from or caused, in whole or in part, by the following events:

1. Customer's (including its affiliates, agents, contractors and vendors) negligence, intentional act, omission, default and / or failure to cooperate with Company in addressing any reported service problems, including failing to take any remedial action in relation to a service as recommended by Company, or otherwise preventing Company from doing so;
2. Failure on the part of Customer equipment (CPE), end-user equipment or Customer's vendor's equipment;
3. Election by Customer, after requested by Company, not to release the service for testing and repair;
4. Company's inability to obtain access required to remedy a defect in service;
5. Scheduled maintenance and emergency maintenance periods;
6. Scheduled upgrade of service at the request of Customer;
7. Force Majeure Event;
8. Disconnection or suspension of the service by Company pursuant to a right provided under this tariff;
9. Company's inability to repair due to utility safety restrictions;
10. All Type II related service issues; and / or
11. No trouble found or where the fault of the trouble is undetermined.

5. REGULATIONS (CONT.)

(c) Chronic Interruptions

A "Chronic Interruption" is defined as (3) three separate Service Outage beyond the Company's reasonable control, on the same facility, with the same root cause, lasting at least two (2) hours within a consecutive thirty (30) day period, and/or a Service Outage that lasts longer than seventy-two (72) hours.

In the event that Customer experiences a "Chronic Interruption", the Company will perform a detailed investigation, report the findings to Customer and if necessary, institute a corrective plan. If Customer continues to experience a Chronic Interruption on the circuit after receiving the report, excluding Force Majeure Events, and a plan for corrective action has been implemented for thirty (30) days, the Customer or the Company may discontinue service on the affected circuit without any termination liability.

The termination rights described above shall be Customer's sole and exclusive remedy in the event of Chronic Interruption.

5.7 Switched Network Services

(a) Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive non-recurring charges or reduce recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. Promotions are not open-ended and have an ending date of within one year.

(b) Time Sensitive Usage Rates

Where charges for a service are based on the duration of time a call is connected, the following rules apply:

(i) Unless otherwise specified, all calls are timed in one minute increments. All calls which are fractions of a measurement unit are rounded-up to the next whole unit.

5. REGULATIONS (CONT.)

(ii) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier

(c) Distance Sensitive Usage Rates

Where charges for a service are based on the distance between the calling and called stations, the following rules apply:

(i) Distance is measured as the airline distance between the Rate Centers of the calling and called stations. The Rate Center is a set of geographic coordinates, as referenced in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of the seven-digit telephone numbers of the stations). Where there is no telephone number associated with a station connected to the Company's switched network, the Rate Center for the Customer's main telephone number will apply.

(ii) The airline distance between any two Rate Centers is determined as follows:

1. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above referenced NECA tariff.

2. Compute the difference between the "V" coordinates of each Rate Center and the "H" coordinates of each rate center.

3. Square each difference obtained in (2) above.

4. Add the squares together and divide by 10.

5. Take the square root of the number obtained in (4) above and round the result to the next higher whole number. This is the airline mileage between the two Rate Centers for pricing purposes.

5. REGULATIONS (CONT.)

5.8 Automatic Number Identification Terms and Conditions

Carrier 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 agency 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.

(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 services 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 (1) above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

(e) Violation of any of the foregoing terms and conditions by any ANI recipient may result, in suspension of the transmission of ANI by the Carrier until such time as the Company receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Company 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 the terms and conditions determined by the Company.

5. REGULATIONS (CONT.)

5.9 Schools and Libraries Discount Program

(a) General

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

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

(b) Regulations

(i) Obligations of eligible schools and libraries

1. Requests for service

(a) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

(b) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.

5. REGULATIONS (CONT.)

(c) Services requested will be used for educational purposes.

(d) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

(ii) Obligations of the Company

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.

2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential Customers for similar services (lowest corresponding price).

3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to Department rules.

(c) Discounted Rates for Schools and Libraries

(i) Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.

(ii) The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.

(iii) The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measure (as permitted by the Rules) and by its location in either an urban or rural area.

5. REGULATIONS (CONT.)

5.10 Health Care Providers Support Program

(a) General

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

(b) Regulations

(i) To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.

(ii) Reduced rates are available only to the extent that they are funded by the federal universal service fund.

(iii) Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

(iv) Responsibility of eligible health care providers:

1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.

2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.

5. REGULATIONS (CONT.)

3. Services requested must be used for purposes related to the provision of heath care services or instruction that the health care provider is legally authorized to provide under the law.

4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.

5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

(v) Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 5.10(c) of this tariff to eligible health care providers to the extent that such facilities and services are available and offered in this tariff.

2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.

(c) Rates and Charges

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

(i) A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial Customer for a similar service provided over the same distance in the nearest city in the State of Georgia with a population of at least 50,000.

5. REGULATIONS (CONT.)

(ii) An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in the State of Georgia with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with populations of 50,000 or more in the state.

(iii) Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

5.11 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority

(a) General

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

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

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

5. REGULATIONS (CONT.)

(ii) The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.

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

(b) TSP Request Process – Restoration

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

(i) Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

1. National Security Leadership

2. National Security Posture and U.S. Population Attack Warning

3. Public Health, Safety, and Maintenance of Law and Order Public

4. Welfare and Maintenance of National Economic Posture

(ii) Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

5. REGULATIONS (CONT.)

(iii) Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (http://tsp.ncs.gov/).

(iv) For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (http://tsp.ncs.gov/), for information on identifying a sponsor for TSP requests.

(v) Submit the SF 315 to the OPT.

(vi) Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

(c) TSP Request Process – Provisioning

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

(i) Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

(ii) Verify that the Company cannot meet the service due date without a TSP assignment.

(iii) Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

5. REGULATIONS (CONT.)

(d) Responsibilities of the End-User

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

(i) Identify telecommunications services requiring priority.

(ii) Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).

(iii) Accept TSP services by the service due dates.

(iv) Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.

(v) Pay the Company any authorized costs associated with priority services.

(vi) Report to the Company any failed or unusable services with priority levels.

(vii) Designate a 24-hour point of contact for each TSP request and apprise the OPT.

(viii) Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

(e) Responsibilities of the Company

The Company will perform the following:

(i) Provide TSP service only after receipt of a TSP authorization code.

(ii) Revoke TSP services at the direction of the end-user or OPT.

5. REGULATIONS (CONT.)

(iii) Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).

(iv) Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.

(v) Designate a 24-hour point of contact to coordinate TSP processes with the OPT.

(vi) Confirm completion of TSP service order activity to the OPT.

(vii) Participate in reconciliation of TSP information at the request of the OPT.

(viii) Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.

(ix) Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.

(x) Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.

(xi) Disclose content of the NS/EP TSP database only as may be required by law.

(xii) Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

5. REGULATIONS (CONT.)

(f) Preemption

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

5.12 Emergency Services

(a) Emergency Telephone Number Service (911 Service)

To the extent such services are available in a particular geographic area, Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

(b) Enhanced Emergency Telephone Number Service (E911 Service)

Enhanced Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designed Public Safety Answering Point (PSAP). E911 Service is offered in the Company serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment.

5. REGULATIONS (CONT.)

(c) Conditions of Furnishing 911 Service and E911 Service

(i) The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, or any liability, whether suffered, made, instituted, or asserted by the Customer, Authorized User, or by any other party or person(s), for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer, Authorized User, and any other party or person(s) agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in the absence of gross negligence or willful misconduct, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

(ii) The Company is not responsible for any infringement or invasion of the right of privacy of any Customer, Authorized User, or other party or persons, caused, or claimed to have been caused directly or indirectly, by the installation, operational, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

(iii) The Company shall not be liable for any civil damages caused by an act or omission of the Company in the good faith release of information not in the public record, including non-published subscriber information to emergency service providers responding to calls placed to 911.

(iv) The Company's liability in furnishing service under this tariff is set forth in Section 5.1(c).

5. REGULATIONS (CONT.)

5.13 Early Termination Charges for Standard Installation and Non-New Builds

If the Customer terminates Service prior to the end of the service term commitment selected by the Customer, Customer shall be liable for a Early Termination Charge equal to the applicable monthly recurring charges for the balance of the remaining service term, plus all unpaid non-recurring charges.

5.16 Standard Installation

The Company's demarcation point is located at the minimum point of entry (MPOE) in a serving facility. Extension of the demarcation point from the MPOE is subject to time and material charges determined via ICB. Extension of the demarcation point from the MPOE is available in limited portions of the Company's service area.

6. BUSINESS SERVICES

6.1 Special Construction Services

(a) Subject to the arrangement of the Company and to the regulations contained in this tariff, special construction of facilities may be undertaken by the Company on a reasonable efforts basis at the request of the Customer.

(b) Special construction is that construction which is undertaken for one or more of the following reasons:

(i) where facilities are not presently available and there is no other requirement for the facilities so constructed.

(ii) where the facilities so constructed are of a type other than that which the Company would normally utilize in the furnishing of its services.

(iii) where the facilities so constructed are over a route other than that which the Company would normally utilize in the furnishing of its services.

(iv) where the quantity of facilities requested by the Customer is greater than that which the Company would normally construct.

(v) where the Customer requests that the facilities be constructed on an expedited basis or in advance of when the facilities would otherwise be constructed.

(vi) where the facilities are provided on a temporary basis pending the availability of permanent facilities.

(vii) where the construction requested involves abnormal costs.

6. BUSINESS SERVICES (CONT.)

6.2 Individual Case Basis Arrangements

(a) The Company may, in response to competitive requests for proposal, develop a responsive individual case billing arrangement for services offered in this tariff.

(b) Prices quoted in response to such requests may be different from those in effect in this tariff but will be set at a level that is at least equal to the relevant incremental costs for the requested service. Such prices will also be available for similarly situated Customers. Appropriate cost support will be submitted to the Department if required.

(c) All individual case billing arrangement price quotes will be offered to the Customer for acceptance in writing. Such individual case billing arrangements will specify, among other things, the length of service, minimum volume of service required, and the rates and charges for the proposed service.

6.3 Optical Transport Services and Metro Ethernet Services

(a) Applicable Definitions and Abbreviations

A Loc:	Customer site or location where a circuit path originates
AUI:	Autonomous unit interface
DMRC:	Equipment demarcation point between CPE and Network
Domain:	Virtual Local Area Network (VLAN) closed user group collection of circuits
FTP:	Fiber termination panels
GBIC:	A one-gigabit fiber optic interface converter (transceiver)
IEEE:	Institute of Electrical and Electronics Engineers
MAU:	Multi-station access unit POE - point of entry
RJ45:	Standard eight conductor modular jack or plug
SDH:	Synchronous digital hierarchy
STP:	Shielded twisted pair
UPS:	Uninterrupted power supply
UTP:	Unshielded twisted pair
Z Loc:	Customer site or location where a circuit path terminates
802.3:	IEEE 10 Mbps Ethernet Local Area Network interface
802.3d:	IEEE standard gigabit Ethernet (1.25 Gbps handoff line rate of 1.088 Gbps (plus "overhead")
802.3u:	IEEE 100 Mbps Ethernet Local Area Network interface

6. BUSINESS SERVICES (CONT.)

802.3z: IEEE 1000 Mbps/1Gbps Ethernet Local Area Network interface

(b) Optical Transport Services

(i) Description

A portfolio of high-speed "transport" services supporting emerging, native and optical transport protocols delivered over dense and coarse wave multiplexed facilities.

(ii) Optical Transport Service Wave Division Private Line Service

Optical Transport (OTS) Wave Division Private Line Service is a portfolio of high-speed "transport" services supporting emerging, native, and optical transport protocols. OTS uses Wave Division Multiplexing (WDM) technology to optimize fiber, increase bandwidth through wavelength frequencies and support protocol sensitive applications. WDM increases the capacity of embedded fiber by first assigning incoming optical signals to specific frequencies (wavelength, lambda) within a designated frequency band and then multiplexing the resulting signals out onto a single fiber.

Optical Transport Service (OTS) Wave Division Private Line Service is provisioned as a two (2) fiber, unprotected standard deployment through the access, distribution, and core of the depending on protocol and level of protection.

Where protection is requested, protection options are available on an ICB basis.

(iii) Available Private Line Services

Gigabit Ethernet:
GbE: 1.25 Gbps, 10 Gbps Clear Channel, 10-100 Gbps WAN PHY

SAN Application Sensitive Protocol:
ESCON, FICON, and Fibre Channel

6. BUSINESS SERVICES (CONT.)

(c) Metro Ethernet Services

(i) Metro E-Line Service

1. Description

E-Line is an Ethernet-based, metro area service connecting two locations that is engineered and provisioned to emulate a point-to-point private line service.

2. Supported Services

E-Line supports 10 Mbps through 1000 Mbps (offering both electric and optical handoff) bandwidth services.

E-Line Services are offered as a single port, four (4) fiber transport service. Additional Network and Customer protection is available via ICB.

3. Enhanced Service Features

Jumbo frames (anything greater than 1518 byte frames) can be accommodated on all Metro E-Line Services. The Company also provides an option for Customer-side VLAN tags, which are offered in bundles of five (5) VLAN tags with a maximum of ten (10) VLAN tags.

4. E-Line Restrictions

Service delivery is contingent upon the Customer location meeting the maximum allowable range from the serving node to the premise demarcation. There is a maximum 100 meter distance limitation at the Customer's premises (demarcation in the Customer premises).

6. BUSINESS SERVICES (CONT.)

(ii) V-Line Service

1. V-Line Description

A simplified, single connection to your premise equipment. Layer 2 point-to-point service utilizes a single Ethernet Virtual Connection (EVC) to transmit information between locations. V-Line can terminate multiple connections onto a single multiplexed port. Port sharing minimizes capital expense for additional equipment and rack space. Each EVC is a secure, dedicated point-to-point connection with Sub-50 millisecond latency for access.

(iii) E-LAN Service

1. Description

E-LAN Service is an Ethernet-based metro area service connecting three (3) or more locations, engineered and provisioned as a multi-point service. A minimum of three (3) locations is required and maximum of five (5) locations is permitted.

Requests for additional locations will be examined on a ICB.

2. Supported Services

E-LAN supports 10 Mbps through 1000 Mbps(electrical at lower spends and optical handoff at higher speeds available) bandwidth services.

Additional Network and Customer protection is available via ICB.

3. Enhanced Service Features

Jumbo frames (anything greater than 1518 byte frames) can be accommodated on all E-LAN Services. The Company also provides an option for Customer-side VLAN tags. The Company will supply one (1) line side VLAN tag per location at an additional monthly recurring charge.

6. BUSINESS SERVICES (CONT.)

4. E-LAN Restrictions

Service delivery is contingent upon the Customer location meeting the maximum allowable range from the serving node to the premise demarcation. There is a maximum 100 meter distance limitation at the Customer's premises (demarcation in the Customer premises).

Metro E-LAN connections will use network identification addresses called VLAN tags, which are provisioned in accordance with Ethernet standards 802.1Q for network addressing. These tags define the source and destination relationship that exist between client-specific circuits on a common network.

(iv) Managed Services Offerings

1. Managed Wifi Solutions

Description: This solution consists of a fully customized WiFi architecture for each individual business tailored for their needs inclusive of indoor and/or outdoor access points. Pricing for these offerings will be through an ICB process

2. Cloud Connect Solutions

Description: This solution consists of a direct network connection to various cloud providers such as Azure, AWS, Oracle SFDC, etc directly through our layer II network

3. Managed DDoS Protection

Description: This solution is the protection of the customer's DIA (Direct Internet Access) circuit from DDOS (Distributed Denial of Service) attacks

6. BUSINESS SERVICES (CONT.)

4. Managed Security Gateway

Description: This solution is the delivery and provisioning of a network gateway with Firewall capabilities to protect the end customer at DMZ (DeMilitarized Zone) layer

5. SecureNet and SecureNet Plus

Description: This solution is the bundling of DIA circuits with the security offerings as a package for end customer to increase buying power

(d) Availability, Restrictions, and Limitations for Optical Transport Services and Metro Ethernet Services

(i) Optical Transport Services and Metro Ethernet Services are only offered in buildings to which the Company has facilities in place and are provided only where Company's fiber optic facilities exist. The Company reserves the right to offer Optical Transport Services and Metro Ethernet Services only where Company facilities can accommodate the requirements defined by the Customer and the requested application.

(ii) The Customer is responsible for providing a well protected path for network fibers on their property, all required AC power to operate network equipment, access to all sites, and a secure environment for demarcation equipment. Customer will not attempt to adjust, modify, test, operate or otherwise alter any settings on any Company facilities or equipment, other than the direct physical connection to their equipment and the network interface. The Company must be notified if power will be interrupted. Metro Ethernet equipment will require conditioned power circuits (surge protected), and uninterrupted power supply (UPS) for equipment located at the Customer premises. The Customer will be responsible for any damage to the equipment due to power problems or tampering to / with the equipment.

(iii) Customer will be responsible for providing relay rack or wall space for mounting of network interface device.

6. BUSINESS SERVICES (CONT.)

(iv) Customer premises protection and/or dual entrance into a building is not available in all areas and is only available ICB, contingent upon capacity, and solely at the discretion of the Company.

(v) The Customer is responsible for any inside wire and fiber required in connecting their LAN to the Metro Ethernet equipment, as well as the installation, operation and maintenance of any Customer provided equipment (CPE).

(vi) Cancellation. Cancellation of the service in whole or in part by the Customer prior to the establishment of the service will require payment to the Company of an amount equal to the out of pocket expenses incurred with the assembly, labor, or cost of removal and any other costs incurred by the Company up to the time of the cancellation, not to exceed the total non-recurring charges.

(vii) Term. Optical Transport Services and Metro Ethernet Services are offered in one (1) year, two (2) year, three (3) year terms, four (4) year terms, and five (5) year terms. Month-to-Month terms are not available. An Early Termination Charge as specified in Section 6.11 may apply.

(viii) Moves of Service. When a Customer requests a move or relocation of Service, the move or relocation will be treated as a termination of the existing Service and establishment of new Service for the application of all charges. A one-time charge for the move or relocation may apply.

(ix) End of Term Options. Prior to the end of the term commitment period, the Customer may select one of the following options, to be effective at the end of the term: renew the term commitment; commit to a new term period; arrange for an upgrade in class of Service; or arrange for a termination of Service.

In the event the customer does not select one of these options, the Customer shall continue on a month to month basis, for the same service, until 30 days notice of termination is sent by one party to the other party.

6. BUSINESS SERVICES (CONT.)

6.4 Maintenance and Repair Charges for Business Services

A Customer Provided Equipment Service Charge applies in the event the Company dispatches a technician to correct a problem in response to a Customer request and that problem is caused by the Customer's voice, data, or Internet service equipment or inside wire.

A Technician Standby Charge applies per hour per technician when the Customer requests a Company technician to be on standby in order to work with the Customer's equipment vendor.

6.5 Critical Facilities Administration Service

(a) General Description

(i) Customers that subscribe to Critical Facilities Administration ("CFA") Service will receive real-time data on the physical path of Qualified Circuits that are identified by Customer, including notification of any change in the physical routing of Qualified Circuits.

(b) Definitions

(i) Qualified Circuit: Circuits enrolled in the federal Telecommunications Service Priority Program and meeting the eligibility criteria set forth below.

(ii) Subscribing Circuit: Those Qualified Circuits Customer requests to be included in the CFA Service.

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

(c) Eligibility Criteria

(i) Customers are required to specifically subscribe to CFA Service by identifying, in writing, the Qualified Circuits Customer seeks to enroll in the CFS Service. Those Qualified Circuits shall be called "Subscribing Circuits."

6. BUSINESS SERVICES (CONT.)

(ii) All Subscribing Circuits must be enrolled in the federal Telecommunications Service Priority Program and Customers must demonstrate the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority Program. A Subscribing Circuit no longer enrolled in the Telecommunications Service Priority Program will no longer be eligible for CFA Service.

(iii) Customer must agree to treat any data provided to Customer under the CFA Service as confidential data pursuant to the Company's standard confidentiality procedures or as set forth in the service order between Customer and Company.

(d) Availability

(i) The Company shall store CFA Service information on a secure online database, on CD-ROMs, or in hard copy. Customers subscribing to the CFA Service will be permitted to access information on the physical path of Subscribing Circuits on a twenty-four (24) hour, seven (7) day a week basis, where practicable, subject to appropriate authentication and authorization.

(ii) Physical path information will be provided to Customers subscribing to the CFA Service by reference to the latitude and longitude coordinates (determined using Global Positioning System equipment) of suitable points along the path of the Subscribing Circuit (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the Customer to ascertain with a reasonable degree of accuracy the actual physical path of each Subscribing Circuit.

(iii) The Company will provide physical path information regarding Subscribing Circuits to the Customer in accordance with the following guidelines:

1. within five (5) business days after a newly provisioned Subscribing Circuit is installed;

2. within fifteen (15) business days for an existing, in-place Subscribing Circuit.

6. BUSINESS SERVICES (CONT.)

(iv) The Company will notify the Customer of any planned moves, changes, or rearrangements that may affect the physical path of a Subscribing Circuit at least twenty-four (24) hours in advance, if practicable. Any information related to a move, change, or rearrangement that is a result of unplanned activity will be provided to Customer within twenty-four (24) hours of such move, change, or rearrangement if practicable.

(v) The Company will provide updated information regarding the revised physical path of Subscribing Circuits to the Customer within five (5) business days for planned actions, and within fifteen (15) business days for unplanned actions.

(vi) In the event of a major telephone outage, provision of CFA Service will be suspended. The Company will provide, within ninety (90) days of restoration of service, current physical path information for a Subscribing Circuit to the Customer once service is restored and physical path information is developed.

6.6 Metropolitan Continuity Service (MCS)

(a) Description

INTENTIONALLY OMITTED

(b) Supported Services

MCS supports the Company's Metro Ethernet Services, or Optical Transport Service.

MCS is available via the following provision methods:

Metro Ethernet:
Metro E-Line - 20 Mbps through 10Gb

Optical Transport Service:
1 Gbps, 10 Gbps up to 100Gbps

6. BUSINESS SERVICES (CONT.)

6.7 Private Fiber Network (PFN)

(a) Description

PFN provides for a dedicated, private line point-to-point facility from each remote school to the school district hub.

PFN is provisioned as a dedicated, unprotected two (2) single mode fiber connection from each site to the school district hub. Each circuit is provisioned as either a 100 Mbp or 1000 Mbp full committed bit rate. At the school district hub location, the Gigabit switch used in connection with PFN will have layer three (3) capacity, support 802.1p tagging and VLANs, and have redundant power supplies.

6.8 Business Hosted Voice / Enterprise Voice Services

(a) Description

Business Hosted Voice / Enterprise Voice services offers bandwidth of Internet and voice network access with flat rate voice usage plans. The bandwidth is provided in options outlined in section 7.4 along with the flat rate usage packages in minutes of use.

Business Hosted Voice / Enterprise Voice Services are available to Customers subscribing to the Company's Lightpath.net Internet access offering and complying with the terms and conditions applicable to Lightpath.net. Customers receive a discount for local, regional, and domestic long distance (intrastate and interstate) minutes of use so long as certain minimum requirements are met. Customers must choose the Company as their presubscribed carrier for local calling (which includes (home and regional) intraLATA outside the home region). Customers may also elect to choose the Company as their presubscribed carrier for intrastate and interstate long distance calling.

(b) Features

Customers must select to have their Internet Voice Services handed-off as SIP (Session Initiated Protocol) and then utilizing Lightpath provided hardware to convert the SIP to either Business Lines, or ISDN-PRI, or Analog lines.

6. BUSINESS SERVICES (CONT.)

(i) Business Line

Business Line service is included in Enterprise Voice Service. Each Business Line is provisioned with the following features: call forward busy, call forward don't answer, call forward variable, call return, call waiting, caller ID number, hunting, and three-way calling. Additional Business Line features are available at tariffed rates. Most common usage of this product is when the end customer utilizes their own onsite or cloud based PBX

(ii) ISDN-PRI Service

ISDN-PRI Service is included in the Enterprise Voice Service by utilizing a SIP delivered trunk and CPE to convert SIP to ISDN. ISDN-PRI Service will be provisioned with the caller ID number feature; all other ISDN-PRI features are available at tariffed rates. Most common usage of this product is when the end customer utilizes their own onsite or cloud based PBX.

(c) Pricing

(i) Package Options

Flat rate usage is provided in packages outlined in section 7A. Any minutes of use over the amount contained in an individual package are billed once the number of minutes used has exceeded ten percent (10%) of the amount of minutes contained in the package. Minutes shall be billed based on a minimum of 18 seconds and, after the first 18 seconds, the minutes are billed in 6 second increments.

(ii) Included Calls

All Company-provided local, regional, and domestic long distance calls (interstate and intrastate) apply toward the amount of minutes contained in an individual package. The Customer may choose another carrier for intrastate, interstate, or both intrastate and interstate long distance calling as long as the Customer chooses the Company as its presubscribed carrier for local (home region) and regional (intraLATA outside the home region) calling. Toll free, international, operator assisted, directory assistance, and

6. BUSINESS SERVICES (CONT.)

third-party carrier-provided long distance service calls do not apply toward the minutes counted for any Package Option.

(d) Rules and Regulations

(i) Internet access and voice products must be installed at the same location. The Customer must be located in an On- Network building.

(ii) Customer must use at least 1 Mbps for Internet access.

(iii) Bandwidth must exist or be installed in order to add additional voice products. A Business Line can be added to an existing Internet circuit as long as a minimum of 1.5 Mbps of bandwidth are available. The monthly recurring charge of the Business Hosted Voice Packages/Enterprise Voice services will not increase when additional voice services are added. Non-recurring charges will apply.

(iv) Customers will be permitted one Billed Telephone Number per Internet based Voice services.

(v) There is a minimum one-year term for Customers in existing On-Network buildings. There is a minimum three-year term for Customers for which a New Build is required.

7. BUSINESS RATES

7.1 Transmission Services

INTENTIONALLY OMITTED

7.2 Metro Ethernet Services

(a) Optical Transport Services (OTS), Protection Plus Service Recurring Charges (NTE) and ON NET SERVICES ONLY

OTS (1Gb, 10Gb, 40Gb 100Gb)			
Standard Building Pricing			
	1 / 2 Year	**3 Year**	**5 Year**
	Rack Rate	Rack Rate	Rack Rate
Gb	MRC	MRC	MRC
1	$6,000	$5,100	$4,200
10	$12,000	$10,000	$3,000
40	$15,000	$12,500	$11,000
100	$18,000	$15,100	$1,2350

OFF NET Services: ICB

(b) Metro E-LAN Service Recurring Charges (NTE – Not to Exceed) ON NET SERVICES ONLY

E-LAN Pricing			
Standard Building Pricing			
	1 / 2 Year	**3 Year**	**5 Year**
	Rack Rate	Rack Rate	Rack Rate
MB	MRC	MRC	MRC
10	$1,625	$1,555	$1,460
20	$2,755	$2,670	$2,555
50	$2,910	$2,805	$2,670
100	$3,095	$2,970	$2,805
300	$4,320	$4,170	$3,970
500	$4,595	$4,410	$4,170
1000	$14,920	$4,700	$4,410

More than five (5) locations and OFF NET Services: ICB

7. BUSINESS RATES (CONT.)

7.3 Private Fiber Network

Pricing for Private Fiber Network is via ICB.

7.4 Business Hosted Voice / Enterprise Voice Service

Enterprise Voice Pricing						
MOU Package	Term	MRC	NRC	Overage /Min	Max # of PRI's	SIP Trunk: max # of Concurrent Calls
10k	1 Yr	$395	$250	$0.030	1	30
	2 Yr	$370				
	3 Yr	$350				
	4 Yr	$315				
	5 yr	$290				
25K	1 Yr	$600	$250	$0.030	1	30
	2 Yr	$555				
	3 Yr	$530				
	4 Yr	$475				
	5 Yr	$440				
50K	1 Yr	$960	$250	$0.025	2	50
	2 Yr	$895				
	3 Yr	$850				
	4 Yr	$765				
	5 yr	$705				
75K	1 Yr	$1,435	$250	$0.020	4	60
	2 Yr	$1,335				
	3 Yr	$1,270				
	4 Yr	$1,145				
	5 Yr	$1,055				
100K	1 Yr	$1,560	$250	$0.018	4	75
	2 Yr	$1,450				
	3 Yr	$1,380				
	4 Yr	$1,240				

	5 yr	$1,145				
150K	1 Yr	$2,395	$250	$0.017	4	75
	2 Yr	$2,225				
	3 Yr	$2,120				
	4 Yr	$1,910				
	5 Yr	$1,760				
250K	1 Yr	$3,595	$250	$0.016	6	100
	2 Yr	$3,340				
	3 Yr	$3,180				
	4 Yr	$2,860				
	5 yr	$2,640				
500K	1 Yr	$6,705	$250	$0.015	8	150
	2 Yr	$6,230				
	3 Yr	$5,935				
	4 Yr	$5,340				
	5 Yr	$4,925				
750K	1 Yr	$11,260	$250	$0.015	12	250
	2 Yr	$10,465				
	3 Yr	$9,965				
	4 Yr	$8,970				
	5 yr	$8,270				
1M	1 Yr	$12,460	$250	$0.014	16	300
	2 Yr	$11,575				
	3 Yr	$11,025				
	4 Yr	$9,925				
	5 Yr	$9,150				

7. BUSINESS RATES (CONT.)

A per minute rate beyond the MOU limitations set forth above will apply once the Customer exceeds the MOU limit by ten percent (10%). The per minute rate beyond the MOU limitation selected by the Customer is:

Min: $0.055 per minute **Max**: $0.055 per minute

*All other usage (e.g., international long distance, toll free, directory assistance) will be billed at tariffed rates or in accordance with the Company's rates, terms, and conditions as posted on its website.

Business Hosted Voice Pricing		
Product Name	**Rack Rate (MRC)**	**Rack Rate (NRC)**
Business Hosted Voice 15 Seats 3 yr	$675	$250
Business Hosted Voice 20 Seats 3 yr	$900	$250
Business Hosted Voice 25 Seats 3 yr	$1,125	$250
Business Hosted Voice 30 Seats 3 yr	$1,300	$250
Business Hosted Voice 35 Seats 3 yr	$1,400	$250
Business Hosted Voice 40 Seats 3 yr	$1,360	$250
Business Hosted Voice 45 Seats 3 yr	$1,485	$250
Business Hosted Voice 50 Seats 3 yr	$1,600	$250
Business Hosted Voice 55 Seats 3 yr	$1,705	$250
Business Hosted Voice 60 Seats 3 yr	$1,800	$250
Business Hosted Voice 65 Seats 3 yr	$1,950	$250
Business Hosted Voice 70 Seats 3 yr	$2,100	$250
Business Hosted Voice 75 Seats 3 yr	$2,250	$250
Business Hosted Voice 80 Seats 3 yr	$2,400	$250
Business Hosted Voice 85 Seats 3 yr	$2,550	$250
Business Hosted Voice 90 Seats 3 yr	$2,700	$250
Business Hosted Voice 95 Seats 3 yr	$2,850	$250
Business Hosted Voice 99 Seats 3 yr	$3,000	$250
Phone Upgrade (Per Seat Add-On) - 1 Seat 3yr	$13	$9
Phone Upgrade (Per Seat Add-On) - 2 Seats 3yr	$26	$18
Phone Upgrade (Per Seat Add-On) - 3 Seats 3yr	$39	$27
Phone Upgrade (Per Seat Add-On) - 4 Seats 3yr	$52	$36
Phone Upgrade (Per Seat Add-On) - 1 Seat 3yr	$13	$9

Phone Upgrade (Per Seat Add-On) - 2 Seats 3yr	$26	$18
Phone Upgrade (Per Seat Add-On) - 3 Seats 3yr	$39	$27
Phone Upgrade (Per Seat Add-On) - 4 Seats 3yr	$52	$36
Business Hosted Voice 5 Phones Upgrade 3 yr	$65	$45
Business Hosted Voice 10 Phones Upgrade 3 yr	$130	$90
Business Hosted Voice 15 Phones Upgrade 3 yr	$195	$135
Business Hosted Voice 20 Phones Upgrade 3 yr	$260	$180
Business Hosted Voice 25 Phones Upgrade 3 yr	$325	$225
Business Hosted Voice 30 Phones Upgrade 3 yr	$390	$270
Business Hosted Voice 35 Phones Upgrade 3 yr	$455	$315
Business Hosted Voice 40 Phones Upgrade 3 yr	$520	$360
Business Hosted Voice 45 Phones Upgrade 3 yr	$585	$405
Business Hosted Voice 50 Phones Upgrade 3 yr	$650	$450
Business Hosted Voice 55 Phones Upgrade 3 yr	$715	$495
Business Hosted Voice 60 Phones Upgrade 3 yr	$780	$540
Business Hosted Voice 65 Phones Upgrade 3 yr	$845	$585
Business Hosted Voice 70 Phones Upgrade 3 yr	$910	$630
Business Hosted Voice 75 Phones Upgrade 3 yr	$975	$675
Business Hosted Voice 80 Phones Upgrade 3 yr	$1,040	$720
Business Hosted Voice 85 Phones Upgrade 3 yr	$1,105	$765
Business Hosted Voice 90 Phones Upgrade 3 yr	$1,170	$810
Business Hosted Voice 95 Phones Upgrade 3 yr	$1,235	$855
Business Hosted Voice 99 Phones Upgrade 3 yr	$1,309	$906

7. BUSINESS RATES (CONT.)

7.5 Metro Ethernet Services (Not to Exceed -NTE)
Metro E-Line/V-Line (NTE) Recurring Charges ON NET SERVICES ONLY – OFF NET SERVICES will be ICB

ELINE/VLINE Standard Building Pricing			
	1 / 2 Year	3 Year	5 Year
	Rack Rate	Rack Rate	Rack Rate
MB	MRC	MRC	MRC
20	$2,760	$2,445	$2,025
40**	$3,075	$2,715	$2,250
50	$3,405	$3,015	$2,505
100	$3,780	$3,345	$2,775
200	$4,200	$3,720	$3,090
300	$4,665	$4,125	$3,420
500	$5,190	$4,590	$3,810
1000	$5,760	$5,100	$4,230

REGULATIONS, RATES, AND CHARGES

Applying to the provision of Access Services

within a Local Access and Transport Area (LATA)

for Connection to intrastate communications facilities

for non-residential customers

within the operating territory of Cablevision Lightpath LLC (Company)

In the State of Georgia

Access Services are provided by means of wire, fiber optics, radio, or any other suitable technology or a combination thereof.

ISSUED: March 15, 2024
ISSUED BY: Christopher Yost, General Counsel

EFFECTIVE DATE: March 15, 2024

Cablevision Lightpath LLC
1111 Stewart Avenue
Bethpage, NY 11714

CHECK SHEET

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

Page	Number of Revision
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original

TABLE OF CONTENTS

CHECK SHEET 2
TABLE OF CONTENTS 3
EXPLANATION OF SYMBOLS 3
RULES AND REGULATIONS 4
Definitions and Rules and Regulations 4
Identification and Rating of VoIP-PSTN Traffic ..... .
Scope, Pricing 4
Pricing and Rating of VoIP-PSTN Traffic 4
Calculation and Application of Percent-VoIP-Usage Factor for Terminating Access Traffic 7
Initial PVU Factor 8
PVU Factor Updates 8
PVU Factor Verification 8
PVU Factor for Originating Relevant VoIP-PSTN Traffic Minutes 8
Pricing of PSTN-PSTN Traffic 9

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below:

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text.
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R	To signify reduced rate.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.

RULES AND REGULATIONS

1. Definitions and Rules and Regulations

Definitions and Rules and Regulations are governed by the terms of the Company's GA PSC Tariff No. 1.

2. Identification and Rating of VoIP-PSTN Traffic

2.1. Scope, Pricing

(a) VoIP-PSTN Traffic is defined as traffic exchanged between a Company end user and the Customer in time division multiplexing ("**TDM**") format that originates and/or terminates in Internet protocol ("**IP**") format. Section 2 governs the identification of VoIP-PSTN Traffic all of which is subject to Federal Communications Commission Report and Order, WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) and Federal Communications Commission Second Order on Reconsideration, WC Docket Nos. 10-90, etc., FCC Release No. 12-47 (Apr. 25, 2012) ("**FCC Orders**"). Specifically, Section 2 establishes the method of separating such traffic (referred to in this tariff as "**Relevant VoIP-PSTN Traffic**") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Orders.

(b) Section 2 will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Orders.

2.2. Pricing and Rating of VoIP-PSTN Traffic

(a) The FCC Orders require that, unless the parties have agreed otherwise, intrastate terminating VoIP-PSTN access traffic shall be compensated at interstate terminating access rates; and intrastate originating VoIP-PSTN access traffic shall be billed at interstate originating access rates thereafter, as set forth in subsection (d) below.

(b) In accordance with the FCC Orders, if the Relevant VoIP-PSTN Traffic identified in accordance with this tariff section is terminating access traffic, it will be billed at rates equal to Company's applicable tariffed interstate switched access rates as specified in Company Tariff FCC No. 4.

(c) In accordance with the FCC Orders, if the Relevant VoIP-PSTN Traffic identified in accordance with this tariff section is intrastate originating access traffic, it will be billed at rates equal to the lower of Company's applicable tariffed intrastate switched access rates or its interstate switched access rates as specified in Company FCC Tariff No. 4, as set forth in subsection (d)

below.

(d) Switched Access Service

(i) **Change Charges**

		Non-recurring
(A)	Service Dates $ 21.47	$21.47
(B)	Design $113.98	$113.98

(ii) **Carrier Common Line Access**

		Per minute of use
(A)	Terminating Per Access Minute	$0.000000
(B)	Originating Per Access Minute	$0.000000

(iii) **Local Transport**

(A) Entrance Facility

To be arranged by Customer from vendor of choice

(B) Tandem Switched Transport

	Per minute of use
1. Local Transport Termination	$0.000000
2. Local Transport Origination	$0.000000
3. Local Transport Facility Origination (per minute per mile)	$0.000002
4. Local Transport Facility Termination (per minute per mile)	$0.000002
5. Tandem Switching Origination	$0.001574
6. Tandem Switching Termination	$0.001574

(C) Interconnection Charge

- Per minute of use	$0.000000

(D) Network Blocking Charge

- Per call blocked	$0.010699

(E) Common Channel Signaling Access

	Monthly	Non-Recurring
1. STP Link Termination	$71.48	$155.00
2. STP Link Channel Mileage		
a. Fixed	$30.12	None

		b. Per Mile	$1.98	None
		To be arranged by Customer from vendor of choice.		
		3. STP Port	$450.00	None
	(F)	TRS Equal Access - Interconnection	None	$95.00
	(G)	Service Rearrangement		
		Change in Point Code First Additional, each	Non-Recurring $136.87 $15.80	
(iv)		**Local Switching**		
	(A)	Usage Rate - Local Switching Origination - Local Switching Termination	Per access minute $0.002406 $0.000000	
	(B)	Local Switching Installation - Per Line or Trunk	$60.00	
(v)		**End Office Trunk Port**		
	(A)	Usage charges Origination Termination	Per minute of use $0.001688 $0.000000	
(vi)		**Queries and DIPS**	Per minute of use	
	(A)	Usage charges	$0.003711	
(vii)		**900 Access**	Per minute of use	
	(A)	Usage charges	$0.023000	

2.3. Calculation and Application of Percent-VoIP-Usage Factor for Terminating Access Traffic

(a) Company will determine the number of terminating Relevant VoIP-PSTN Traffic minutes of use ("**MOU**") to which interstate rates will be applied under Section 2.1(b), above, by applying a Percent VoIP Usage ("**PVU**") factor to the total terminating intrastate access MOU exchanged between a Company end user and the Customer. The PVU will be derived and applied as follows:

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

(b) Company will, likewise, calculate a factor (the "**PVU-L**") representing the percentage of Company's total terminating intrastate access MOU in the State that Company terminates on its network in IP format. This PVU-L shall be based on information, such as the number of Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

(c) Company will use the PVU-C and PVU-L factors to calculate a PVU factor that represents the percentage of total terminating intrastate access MOU exchanged between a Company end user and the Customer that is terminated in IP format, whether at Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-L factor times (1.0 minus the PVU-C factor).

(d) Company will apply the PVU factor to the total terminating intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-L is 10% and the PVU-C is 40%. The PVU factor is equal to 40% + (10% x 60%) = 46%. Company will bill 46% of the Customer's terminating intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-L is 10% and the PVU-C is 0%. The PVU factor is 0% + (100% x 10%) = 10%. Company will bill 10% of the Customer's terminating intrastate access MOU at Company's applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-L factor is, the PVU is 100%. Company will bill 100% of the Customer's terminating intrastate access MOU at Company's applicable tariffed interstate switched access rates.

(e) If the Customer does not furnish Company with a PVU-C pursuant to the preceding paragraph 1, Company will utilize a PVU equal to the PVU-L.

2.4. Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in Company's billing systems by the effective date of Section 2.3, once the factor is available and can be implemented Company will adjust the Customer's bills to reflect the PVU retroactively to the effective date. In calculating the PVU, Company will take the Customer-specified PVU-C into account retroactively to the effective date of Section 2, *provided that* the Customer provides the factor to Company no later than 90 days after the effective date; otherwise, Company will set the PVU equal tothe PVU-L, as specified in Section 2.3(e), above.

2.5. PVU Factor Updates

The Customer may update the PVU-C factor quarterly using the method set forth in Section 2.3(a) above. If the Customer chooses to submit such updates, it shall forward to Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. Company will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

2.6. PVU Factor Verification

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

2.7. PVU Factor for Originating Relevant VoIP-PSTN Traffic Minutes

Company will determine the number of originating Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under Section 2.2(c), above, by applying a Percent VoIP Usage ("PVU") factor to the total originating intrastate access MOU exchanged between a Company end user and the Customer. The originating Relevant VoIP-PSTN Traffic

PVU will be computed quarterly by Company based on relevant information about the Company network.

2.8. Pricing of PSTN-PSTN Traffic

Tandem Switched Transport – Local Transport Termination				
ID	**Service Category**	**Rate Element**	**Rate**	**USOC**
	Eastern and Western LATAs	Per access minute	.000000	

Tandem Switched Transport – Local Transport Facility				
ID	**Service Category**	**Rate Element**	**Rate**	**USOC**
	Eastern and Western LATAs	Per mile – Per access minute – Originating	.000002	
		Per mile – Per access minute – Terminating to Third Party	.000002	

Tandem Switched Transport – Tandem Switching				
ID	**Service Category**	**Rate Element**	**Rate**	**USOC**
	Eastern and Western LATAs	Per access minute – Originating	.001538	
		Per access minute – Terminating to Third Party	0.001574	
		Dedicated Tandem Trunk Port – Monthly – Per activated trunk	12.06	PT8NX

Host/Remote Switched Transport				
ID	**Service Category**	**Rate Element**	**Rate**	**USOC**
	Host Remote Transport Termination	Per minute of use – Originating and Terminating	.000000	
	Host Remote Transport Facility	Per minute of use – Per mile – Originating and Terminating	.000000	

Local Switching				
ID	**Service Category**	**Rate Element**	**Rate**	**USOC**
	Eastern and Western LATAs Local Switching	Per access minute – Originating	.002302	
		Per access minute – Terminating	0.00	
		Shared End Office Trunk Ports – Per Minute of use – Originating	.001688	

		Shared End Office Trunk Ports – Per Minute of use – Terminating	0.00	
		Dedicated End Office Trunk Ports – Monthly – Per activated trunk*	11.25	PT8VX
		Composite Terminating End Office Charge (CTEOC) – Per Minute of use – Terminating	0.000000	
	WATS Access Line Service Termination Optional Features	E&M Supervisory Signaling – NRC – Per 4W WAL	350.00	UGE
		E&M Supervisory Signaling – Monthly – Per 4W WAL	22.70	UGE
		Answer Supervision – NRC – Per 2W WAL	250.00	UGS2X
		Answer Supervision – Monthly – Per 2W WAL	16.25	UGS2X
	Installation	Per line or trunk – NRC	1.00	NRBLS
	Carrier Identification Parameter	Per trunk group – Monthly	60.00	U7CPG
		Per trunk group – NRC	70.00	U7CPG

REGULATIONS, RATES, AND CHARGES

Applying to the provision of Network Interconnection Services

for non-residential customers within the operating territory of

Cablevision Lightpath LLC (Company)

In the State of Georgia

ISSUED: March 15, 2024
ISSUED BY: Christopher Yost, General Counsel

EFFECTIVE DATE: March 15, 2024

Cablevision Lightpath LLC
1111 Stewart Avenue
Bethpage, NY 11714

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1	Original
2	Original
3	Original
4	Original
5	Original

TABLE OF CONTENTS

CHECK SHEET 2
TABLE OF CONTENTS 3
EXPLANATION OF SYMBOLS 3
Definitions and Rules and Regulations 4
VoIP-PSTN Traffic 4
Promotional Offerings 4
Calculation of Rates 5

EXPLANATION OF SYMBOLS

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Definitions and Rules and Regulations

Definitions and Rules and Regulations are governed by the terms of the Company's GA PSC Tariff No. 1.

VoIP-PSTN Traffic

In accordance with the Federal Communications Commission's Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011), VoIP- PSTN traffic is defined as traffic exchanged between Company and a customer ("**Customer**") in time division multiplexing ("**TDM**") format that originates and/or terminates in Internet protocol ("**IP**") format.

Interstate toll VoIP-PSTN traffic is governed by Lightpath FCC Tariff No. 4; and intrastate toll VoIP-PSTN traffic is governed by Lightpath GA Tariff No. 2.

Promotional Offerings

3.1 The Company may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. Promotions are not open ended and shall have a specified ending date of within one year.

3.2 Special Pricing Arrangements - Individual Case Basis ("ICB")

(a) In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction an operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into and become a part of, said contract, and shall be binding on the Company and Customer. All Special Pricing Arrangements, including ICB, shall be filed with the Commission.

(b) In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

Calculation of Rates

4.1 Rates for service may be based on airline mileage between Customer locations. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff FCC No. 4, or any successor tariff thereto.

(a) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis.

4.2 Discounts

(a) Volume Discounts. Discounts for volumes of traffic to a specific location or aggregate volumes may apply to customers that subscribe to substantial volumes of Company's services.

(b) Term Discounts. Customers may be eligible for discounts for executing agreements for services for 3 or 5 years.