MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

A. HIGH CAPACITY SERVICE PROVISIONING WARRANTY PLAN

1. General

The High Capacity Service Provisioning Warranty Plan provides a guarantee that an order for Superpath® 1.5 Mb/s Service or Superpath® Optical 45 Mbp/s Service will be installed and available for customer use on the confirmed due date. Either the failure of the Company to meet the confirmed due date or a Company initiated change in the confirmed due date to a later date will result in the waiver of all applicable Service Connection and installation (nonrecurring) charges and the waiver of the monthly (recurring) rate(s) for the first month of service.

2. Definitions

Confirmed Due Date – The confirmed due date is the date that is provided by the Company to the customer once the availability of facilities has been secured.

Installation Completion – Installation Completion is the point at which the service is available for customer use.

3. Terms and Conditions

(a) A waiver of all applicable Service Connection charges and installation (nonrecurring) charges and the waiver of the monthly (recurring) rate(s) for the first month of Superpath 1.5 Mbp/s Service or Superpath Optical 45 Mbp/s Service will be given to a customer when the Company fails to complete the installation on the confirmed due date. The failure to complete the installation must be attributable solely to the Company.

(b) The High Capacity Service Provisioning Warranty Plan will not apply:

(1) When the subscriber requests and receives an expedited appointment date. An expedited confirmed due date is a date which is less than standard intervals, as defined in this Product Guide or service is provided on an Individual Case Basis.

(2) When building facilities supplied by the subscriber or an authorized representative are not ready. Building facilities may include but are not limited to, cable support structures, building risers, equipment space and entrance facilities to be provided by the building owner or his subcontracted vendors.

(3) When the Company has reassigned a significant portion of its installation workforce due to cause other than a utility fault in order to re-establish service to existing subscribers who have lost service as a result of a common cause or causes.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

A. HIGH CAPACITY SERVICE PROVISIONING WARRANTY PLAN (Cont'd)
3. Terms and Conditions (Cont'd)
(b) The High Capacity Service Provisioning Warranty Plan will not apply:

(6) When Superpath 1.5 Mbp/s service or Superpath Optical 45 Mbp/s service is associated with NYNEX Enterprise Service or NYNEX Enterprise Network Reconfiguration Service.

(7) When the service pending completion beyond the confirmed due date consists solely of other than regulated service.

(8) To the derived services of a multiplexed Superpath 1.5 Mbp/s service, as specified in Section 10 of Part B of this Product Guide.

(9) When the failure to complete the service order is in any way attributable to the customer, a responsible representative or any circumstance or condition that is not under the control of the Company. These circumstances may include but are not limited to:

- Unsafe conditions
- A customer or a designated representative is not ready.
- Inability to obtain access to the subscriber's premises or the premises of a necessary third party during the appointment interval.
- The customer, or responsible representative, requests a later appointment date prior to or on the confirmed due date.
- The subscriber changes the interface requirements.
- Circumstances such as those set forth in New York State Codes, Rules and Regulations Parts 603.1(b) caused the missed appointment.
- Delays caused by the work stoppages, civil disturbances, criminal actions, or by fire, flooding or other occurrences attributed to an Act of God.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

B. DATA INTERFACE ARRANGEMENT

1. General

The Data Interface Arrangement (DIA) is an eight conductor modular jack. The DIA facilities connection of F.C.C. registered non-voice devices to the Company's network for the purpose of transmitting permissive data over the network.

The DIA is furnished on all Company service lines except Company-provided Public Telephone Services. (C)

2. Terms and Conditions

a. The DIA is furnished at a location within the customer's premises, accessible to the customer and as close as practicable to the protector or equivalent point where the Company's facilities enter the customer's premises.

b. More than one DIA may be furnished on the same business or residence service line at the customer's request.

c. The customer is responsible for the installation and maintenance of any customer-provided premises wiring, equipment and outlets connected to the DIA.

d. Non-voice devices connected to the DIA must comply with Part 68 of the Federal Communications Commission's Rules Regulations.

3. Rates and Charges

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

C. ADDITIONAL FLAT RATE LINES FOR CIVILIAN DEFENSE

During the period that the New York State Civil Defense Law shall remain in effect, additional business flat rate lines and additional business flat rate PBX trunks for Civil Defense purposes will be furnished subject to the following terms and conditions.

1. Terms and Conditions

   a. The lines or trunks furnished are to be used exclusively for Civil Defense purposes at Key Point Air Raid Warning Centers, Sub-Air Raid Warning Centers and Civil Defense Control Centers.

   b. The lines or trunks shall be supplemental to a business flat rate individual line or PBX flat rate service furnished the subscriber.

   c. The lines or trunks shall be located in the same building as the main station or PBX system.

   d. Additional PBX trunks shall be connected to the same private branch exchange as the trunk to which they are supplemental.

   e. Such additional lines and PBX trunks may not be listed.

2. Rates and Charges

   For Rates and Charges, see Section 3 of this Part A of the Product Guide.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

D. CRITICAL FACILITIES ADMINISTRATION SERVICE

1. General Description

Customers that subscribe to Critical Facilities Administration ("CFA") Service will be provided with information about the physical path of their Qualified Circuits by a Verizon Representative, upon the written request of the customer and subject to applicable Verizon security and confidentiality safeguards and procedures. All Subscribing Circuits must be enrolled in the Federal Telecommunications Service Priority ("TSP") Program.

2. Definitions

a. CFA Subscriber – Verizon Customer subscribing to the CFA Service for at least one Subscribing Circuit.

b. Federal TSP Program – The Federal program described in Section 1 of this Part A of the Product Guide.

c. Qualified Circuit – A circuit which (i) is provided by Verizon using Verizon facilities, and (ii) is enrolled in the Federal TSP Program, but only for so long as that circuit meets both conditions (i) and (ii).

d. Subscribing Circuit – A Qualified Circuit that is subscribed to the CFA Service, as specified below.

3. Eligibility and Subscription

a. Only Qualified Circuits will be eligible for subscription to CFA Service.

b. In order to subscribe a circuit to the CFA Service, a Verizon customer must submit a written application to Verizon and identify in the application one or more Qualified Circuits that the Customer seeks to subscribe to the Service. Once an application to subscribe a Qualified Circuit is approved, that Circuit will be referred to as a "Subscribing Circuit."

c. Upon subscribing to the CFA Service, the CFA Subscriber must execute a nondisclosure agreement supplied by Verizon, under which the Subscriber agrees to treat as confidential data, all information about Subscribing Circuits provided by Verizon pursuant to the Service. No data regarding the physical path of a Qualified Circuit will be provided to Customers under this Service until the confidentiality agreement has been executed.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

D. CRITICAL FACILITIES ADMINISTRATION SERVICE (Cont'd)

4. Delivery of Path Information and Availability

a. After execution of the required confidentiality agreement, and submitting a written request for physical path information for one or more Subscribing Circuits, the CFA Subscriber will be provided with hardcopy documentation containing a description of the physical path of the Subscribing Circuits, including street level detail of said path, where available ("Path Documentation"). Verizon will negotiate an acceptable timeframe with the CFA Subscriber for delivery of the Path Documentation, subject to the availability of suitable facilities, resources and personnel.

b. In the event of a major outage, provision of CFA Service as to any area directly or indirectly impacted by the outage may be suspended at the sole discretion of the Company. In such circumstances, Path Documentation, reflecting the restoration, if applicable, will be provided in response to a written request within ninety (90) days after the restoration of service. This interval is subject to change if information from a third party is required. Verizon will negotiate an acceptable timeframe with the CFA Subscriber for delivery of the Path Documentation, subject to the availability of suitable facilities, resources and personnel.

c. The Path Documentation provided to CFA Subscribers represents the data available at the time of the Customer's written request. Since the data is subject to changes or rearrangements, updates will be provided only upon subsequent written request of the customer. Any additional requests or updates are also subject to rates specified below.

5. Rates and Charges

For each request submitted, the customer will be charged the appropriate engineering customer work order charge in effect at the time of the request.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

E. (RESERVED FOR FUTURE USE)
(Effective July 19, 2014, to be implemented prior to October 31, 2014, Dial-A-Visit Message Detail has been withdrawn from this Product Guide, and Verizon will no longer provide this service as of that date.) (C)

F. DISCOUNTED SERVICE FOR CUSTOMERS WITH HEARING OR SPEECH DISABILITIES

Persons who have been certified to the Company as having a hearing or speech disability which requires that they communicate over telephone facilities by means other than voice, and who use a teletypewriter or other non-voice equipment for telephone communication will receive, upon application to the Company, a 50% reduction on the following charges:

1. Local and intrastate intraLATA toll message charges billed to the disabled person's telephone service.

2. Monthly mileage charges for leased channels and private line circuits furnished to the disabled person for use in non-voice communication.

Acceptable certifications are (1) those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of New York or (2) pre-existing certifications establishing the hearing or speech disability such as those which qualify the disabled person for social security benefits on the basis of total hearing disability or for use of facilities of an agency for persons with hearing or speech disabilities.

Discounted business service for customers with a hearing or speech disability may be resold in accordance with the provisions of Tariff PSC NY No. 9--COMMUNICATIONS, provided the patron of the reseller has been certified to the Company as specified above.

The reduction in charges is applied at only one location designated by the disabled person.

The term “Persons with Disabilities” when used in connection with persons having a hearing or speech disability is defined in Section 14 of Part B of the Product Guide.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

G. SPECIALIZED EQUIPMENT FOR CUSTOMERS WITH DISABILITIES

As required by Section 92-a of the New York State Public Service Law, the Company will provide, upon request, certain items of specialized equipment for customers with hearing or speech disabilities.

a. Specialized equipment for customers certified as having hearing or speech disabilities is offered for sale by the Company at a price not to exceed the actual purchase price including any applicable shipping costs to the Company.

b. New requests for these items of equipment must be accompanied by certification of the hearing or speech disability as described in Paragraph F. preceding, except that a person who is 62 years of age or older may arrange purchase of an amplified telephone without providing certification of disability; however, proof of age will be required.

c. The Company will advise customers requesting this equipment of the applicable purchase terms and conditions, including maintenance and warranty, prior to sale of the equipment.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

H. CRISIS MANAGEMENT SERVICES

1. General

This service meets subscriber needs for crisis management utility in their telecommunications operation through the design and provisioning of service packages. Each service package consists of a customer-specific serving plan designed to provide protection and recovery capabilities against a disaster in either the Company's network or at a customer site. The plan may utilize combinations of existing tariffed services and/or Limited Services Offering service elements, and may also contain unique terms and conditions. As unique Limited Service offerings services are utilized, the rates and charges for each accepted plan will be posted in this Product Guide as an Individual Case Billing Arrangement, and will be made available to any similarly situated customer. Insofar as the design and provisioning involve existing engineering and labor rates, and existing services, no additional Product Guide changes will be required.

2. Definitions

Disaster means an event, as defined by the customer, that renders unusable a premises used by a customer to conduct business, or renders unusable a service or services purchased by the customer from the Company.

Pre-disaster means prior to the occurrence of a disaster.

Post-disaster means after a disaster has occurred.

Service packages are combinations of a customer-specific serving plan and existing services and/or Limited Service Offering service elements. These combinations provided on a stand-by basis for “pre-disaster" service packages, and offered on a “where and when available" basis for “post-disaster" service packages, provide a customer with telecommunications service capabilities in the event of a disaster.

3. Terms and Conditions

a. This Product Guide will apply to protect the Company’s customers against a disaster. The disaster, as defined by the customer, must either require that telecommunications service provided by the Company be relocated to another site, or require expedited restoral of affected Company service(s) when and where available at the affected site. The customer is responsible for notifying the Company of a disaster.

b. The Company is under no obligation to furnish any service not in its existing tariffs or Product Guide. Consideration will be given to such requests however, and if the request is, in the Company's judgment, not unreasonable, does not impact the Company's ability to respond to an emergency or to the needs of the customer, and is compatible with the Company's facilities and practices, the Company may elect to develop and provide such service as a Limited Service Offering service element incorporated into the customer's Crisis Management serving plan.

c. In order to obtain a service package under this Product Guide, a customer must request and obtain a specific serving plan.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

H. CRISIS MANAGEMENT SERVICES (Cont'd)
3. Terms and Conditions (Cont'd)

d. Service packages are classified as "pre-disaster" or "post-disaster" service packages. Different provisions may apply to different classifications of service packages, as described herein.

e. All services packages will be provided under contract.

f. A service package must contain:

(1) a customer-specific serving plan;

(2) for "pre-disaster" service packages,
(i) sufficient reserved standby network elements to effectuate the plan and
(ii) provision for joint customer/Company testing to insure effectiveness.

g. Facilities will be provided within standard or negotiated installation intervals for "pre-disaster" service packages. Facilities will be provided strictly on a "where and when available" basis for "post-disaster" service packages, and the provision of facilities is subject to the requirements of government officials, the Company's ability to safeguard its network, and other factors. The Company will not be liable for any losses, monetary or otherwise, to a customer due to its inability to provide service under a post-disaster service package for any reason whatsoever.

h. Except for existing rate elements in this Product Guide, the price(s) for service elements in a service package are to be determined on a customer-specific basis using incremental costs as the floor of costs.

i. Provisions contained in other Parts of this Product Guide will apply to existing services furnished pursuant to a Crisis Management serving plan under this Product Guide. However, terms and conditions which could impede the provision of service on a post-disaster basis to a customer need not apply to services provided under the customer-specific serving plan. Such exceptions will be contained in the agreement entered into between the Company and the customer.

j. An inventory of all services provided in a particular service package will be provided to the subscriber semi-annually; for any month in which there was a rate change affecting a service contained in the subscriber's service package; and for any month during which the subscriber engaged in any move, add, upgrade or replacement activity that affected the service plan. Any change to the service package which adds or changes a rate will be filed within 30 days of the installation of the service request. A single-line bill, coded to a unique USOC and based on the total contract price, will be rendered to the customer.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

H. CRISIS MANAGEMENT SERVICES (Cont'd)

3. Terms and Conditions (Cont'd)

k. Standby facilities provided in a pre-disaster service package are not intended for normal daily use by a customer. Standby facilities may be priced between their incremental cost and the then current tariff rate. If a customer wishes regular use of a standby facility when no disaster has occurred, other than for scheduled testing, a rate equal to the then current rate, plus the terms and conditions applicable to that rate (including, for example, minimum service periods), must apply to the affected service.

4. Rates and Charges

The rates and charges for each Limited Service Offering service package will be provided as an Individual Case Billing Arrangement which will be posted in this Product Guide.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

I. DIRECT DELIVERY SERVICE

1. General

Direct Delivery Service provides for the delivery of Company-selected items of telephone equipment, via common carrier, to a customer or his agent.

2. Terms and Conditions

This service is available, as an option, to individual line, non-key business or residence customers only when establishing new service, or when making additions to existing service.

3. Rates

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

J. PROVISIONS PERTAINING TO SERVICES AND FACILITIES FURNISHED IN CONJUNCTION WITH INTERSTATE FEATURE GROUP A FX/OFF NETWORK ACCESS LINE (ONAL) SWITCHED ACCESS SERVICE

1. Services and facilities furnished to residence or business customers under this Product Guide are subject to certain rules and regulations of Tariff F.C.C. No. 11, when used in conjunction with interstate Feature Group A FX/ONAL Switched Access Service.

2. The following provisions are not applicable to the services and facilities set forth in Paragraph J.4. following when they are used in conjunction with interstate Feature Group A FX/ONAL Switched Access Service:

Product Guide Part A
Section 1

D.2.a	Service interruptions
D.2.b	“Interruption" defined
D.2.f	Exclusivity of allowance in absence of gross negligence or willful misconduct
H.1	Advance Payments
H..2	Deposits
H.3	Payments and Deposits in connection with Election Service
H.5	Payment of Charges
H.6	Check Return Charge
H.7	Late Payment Charge
H.8	Installment Billing
H.9	Suspension or Termination for Nonpayment
H.10	Deferred Payment Agreements
H.11	Adjusted Payment Schedule
H.12	Verification of Nonpayment
H.13	Disputed Bills
H.14	Termination for cause other than Nonpayment
H.15.	Termination by Notice

3. The following provisions of Tariff F.C.C. No. 11 apply to the services and facilities set forth in 4. following when they are used in conjunction with interstate Feature Group A FX/ONAL Switched Access Service:

Tariff F.C.C. No. 11

2.1.3.A.	Liability
2.1.8.	Refusal and Discontinuance of Service
2.4.1.	Payment of Rates, Charges and Deposits

4. The following services and facilities may be used in conjunction with interstate Feature Group A FX/ONAL Switched Access Service:

- Custom Calling Services
- Directory Listings
- Off-premises station lines or other Company-provided equipment
- Surcharges for operator-handled calls

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

K. GOLD NUMBER SERVICE
(Gold Number Service is no longer available to residential customers. Existing residential customers may retain the service at existing locations.)

1. General

Gold Number Service is provided to customers requesting a specific telephone number.

2. Terms and Conditions

a. Gold Numbers are furnished subject to the availability of facilities and the requirements of local exchange service as defined by the Company.

b. Customers may request, in order of preference, up to three specific telephone numbers. The Company will then verify the availability of the requested numbers. When the initial numbers requested are not available, customers may request other specific telephone numbers. A non-recurring charge will apply for each additional search, up to three numbers, requested by the customer whether Gold Number Service is accepted or not.

c. The Company reserves all rights to the Gold Numbers assigned to customers and may, therefore, change them if required.

d. Company records, including directory listings, will be maintained in numeric format only.

e. The Company will not be responsible for the manner in which Gold Numbers are used for marketing purposes by the customer.

f. When a new customer assumes an existing service which includes Gold Number Service, the customer may keep the Gold Number only if the former customer gives consent. The monthly rate for Gold Number Service will continue to apply.

3. Rates and Charges

For Rates and Charges, see Section 3 of this Part A of the Product Guide.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

L. BUSINESS ECONOMIC DEVELOPMENT PLAN

1. General

Under the Business Economic Development Plan, a Business Economic Development Zone discount is applicable to all business customers, except governmental agencies and resellers, who are located and receive service at a premises within an area currently designated, for a 10-year period, as an Economic Development Zone under the New York State Economic Development Zones Act and who are certified as eligible to receive the benefits referred to in Section 966 of Article 18-B of the New York State General Municipal Law.

2. Eligibility

a. Only businesses jointly certified by the Commissioners of Economic Development and Labor and the local zone administrator and which are new or expanding will be eligible for the Business Economic Development Zone discount.

b. In order to receive the Business Economic Development Zone discount a business customer must submit to the Company a joint state-local zone certificate and a notarized letter signed by the business owner or corporate officer stating that the business is new or expanding.

3. Terms and Conditions

a. A 5% reduction applies to all intrastate-intraLATA current charges, except late payment charges, for services provided by the Company.

b. The reduction applies to certified new businesses, or certified existing businesses in recognition of a business commitment to expand, as demonstrated by added capital investment and/or an increase in the number of people employed by that business.

c. The reduction will apply once the customer has submitted the documentation to the Company described in Paragraph 2. of the eligibility section above, providing such application is made within 3 years from the date the Economic Development Zone is designated. A new customer may apply at any time during the zone's ten year duration. However, the discount will cease coincident with the Economic Development Zone's termination of its ten-year designation period.

d. The reduction becomes effective no later than the customer's second bill date following the date the required documentation is received by the Company.

e. The reduction terminates when the Economic Development Zone terminates or after 10 years, whichever is earlier.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

M. CUSTOMER SATISFACTION GUARANTEE

1. General

The Customer Satisfaction Guarantee will be offered to customers who subscribe to any of the services specified following, and if not satisfied with the service(s), shall be entitled to a full credit of any charges directly associated with the establishment of the service and the monthly charges billed for the service through the date of disconnection, if the customer notifies the Company within sixty (60) days of installation that the customer wishes to disconnect the service.

The Customer Satisfaction Guarantee applies to the following services:

Custom Calling Services

Call Forwarding	UltraForward
Call Waiting	
Speed Dialing	Distinctive Ring
Threeway Calling	
Call Forwarding Busy Line	NYNEX WorkSmart Package
Call Forwarding Don't Answer	
Call Forwarding Busy Line Don't Answer	

PhoneSmart Services

Anonymous Call Rejection	Call Waiting ID With Name
Call Waiting ID Deluxe - Number Only	Caller ID – Number Only
Call Waiting ID Deluxe	Caller ID
*69	Busy Redial
Call Waiting ID	

2. Terms and Conditions

a. The customer is responsible for notifying the Company to disconnect on or before the expiration of the 60-day period. When the expiration of the 60-day period falls on a weekend or legal holiday, the customer must notify the Telephone Company on the first business day following the weekend or legal holiday. In such event, the customer will be entitled to a credit for any charges directly associated with the establishment of service and the monthly charges billed through the date the service(s) is disconnected.

b. The refund of any charges directly associated with the establishment of the above services and/or monthly charges will be applied as a credit on the customer's bill.

c. The Customer Satisfaction Guarantee applies to all residence and business customers who subscribe to these services.

d. Each customer will be entitled to the credit one time per service.

e. The Customer Satisfaction Guarantee does not apply to services offered under a separately negotiated contract.

f. The Customer Satisfaction Guarantee does not apply to telephone equipment.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

N. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

1. General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered, at a discounted rate, in this Product Guide and all intrastate tariffs, except PSC NY No. 8 (Network Interconnection Services), 9 (Resale Services), 10 (Network Elements), and 11 (Access Service), in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq. For purposes of this Section, "school" shall mean an institution eligible for participation as a school in the FCC's E-rate Program. (T) (T)

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

2. Terms and Conditions

a. Obligation 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.

(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.

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

N. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Cont'd)

2. Terms and Conditions (Cont'd)

b. Obligations of the Company

(1) The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this Product Guide and all intrastate tariffs except the tariffs listed in Paragraph N.1. preceding.

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

(3) In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Product Guide, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

3. Rates and Charges

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

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

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

d. The discount matrix for eligible schools, libraries and consortia is included in Section 3 of this Part A of the Product Guide.

e. The Company reserves the right to change the list of services excluded from the discount program, and to change the discount matrix at any time .

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

O. HEALTH CARE PROVIDERS SUPPORT PROGRAM

1. General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas, reduced rates for Company intrastate services, available in this Product Guide and all intrastate tariffs, except PSC NY Nos. 8 (Network Interconnection Services), 9 (Resale Services), 10 (Network Elements), and 11 (Access Service), as retail services offered to its end user customers. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601, et seq., and any amendments made thereto.

2. Terms and Conditions

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

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

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

d. Responsibility of eligible health care providers

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

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

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

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

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

O. HEALTH CARE PROVIDERS SUPPORT PROGRAM (Cont'd)

2. Terms and Conditions (Cont'd)

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

g. Responsibility of the Company

(1) The Company shall offer the rates and charges, as specified in Paragraph O.3 following, to eligible health care providers to the extent that facilities and services are available and offered in this Product Guide and the tariffs specified in Paragraph O.1 preceding.

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

(3) In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate).

3. Rates and Charges

The following price adjustments are available to eligible rural health care providers, except Paragraph O.3.c. following, which is available to all eligible health care providers, regardless of location:

a. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest rate in this Product Guide or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.

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

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

MISCELLANEOUS SERVICES, PLANS AND ARRANGEMENTS

P. AUTOMATIC LOCATION IDENTIFICATION DATABASE

In connection with the offering of certain services, provided at the discretion of the Company, the Company may provide limited access to the Automatic Location Identification (ALI) database to federal, state, and local government agencies providing emergency services and to agencies licensed by the State of New York Department of Health under Article 30 of the New York State Public Health Law to legally provide response on a voluntary basis for emergency services such as health, fire or protection. In such instances that limited ALI access is provided, the following terms and conditions apply:

The furnishing of the ALI database limited access arrangement, and the provision or failure to provide information from such database in particular cases, shall not create any liability on the part of the Company, whether direct or indirect, to any person, including but not limited to agencies using such arrangement and any person who, for themselves or the benefit of another person, dials the telephone numbers to access the emergency service provider using the ALI database limited access arrangement. The Company's liability in furnishing this ALI database limited access arrangement is set forth in this Section. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of the ALI database limited access arrangement or number identification service. The emergency service provider agrees, except where the events, incidents, or eventualities set forth are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any or all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the emergency service provider using the ALI database limited access arrangement, or others.

The furnishing of the ALI database limited access arrangement shall not create any liability, direct or indirect, to any municipality which, for itself or the benefit of another person, dials the telephone numbers to access an agency offering private crisis services. A municipality assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of the ALI database limited access arrangement. The emergency service provider using the ALI database limited access arrangement agrees, except where events, incidents, or eventualities set forth are the result of a municipality's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the municipality from any or all loss or claims whatsoever, whether suffered, made, instituted, or asserted by any party or person, for any personal injury to, or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the emergency service provider using the ALI database limited access arrangement, or others.