SECTION 6 - CONTRACT SERVICE ARRANGEMENTS AND PROMOTIONS

6.1 Contract Service Arrangements

Carrier will offer Service Arrangements to meet the diverse communications needs of Carrier's Customers. All terms and conditions as specified in this Tariff will apply unless otherwise specified in the Service Arrangement between Carrier and Customer.

6.1.1 Custom Service Arrangement I (N)

Service – Internet Protocol-Virtual Private Network (IP-VPN) Service (Service) is a packet-based advanced data service that provides interLATA connectivity between Customer locations, using Multi-Protocol Label Switching (MPLS) technology and a shared Internet Protocol (IP) backbone. IP-VPN Virtual Connections (i-VCs) provide logical entry into the Virtual Private Network (VPN). The Service offers several options, including bandwidth, Quality of Service (QoS), and Class of Service (C as more filly set forth below. Location in New York.

Term - This Arrangement is for up to 36 months from commencement of service.

Rates and Charges - Monthly Recurring Charges are $5,454.00. Nonrecurring Charges are $0.00. (N)

SECTION 6 - CONTRACT SERVICE ARRANGEMENTS AND PROMOTIONS

6.1 Contract Service Arrangements (Continued)

6.1.1 Custom Service Arrangement I (Continued)

Terms and Conditions - Termination Liability applies to i-VCs when Customer disconnects Service prior to the expiration of the Service Period. Termination Liability also applies to i-VCs when the Carrier discontinues Service on account of Customer's default under this Agreement. For disconnects prior to the expiration of a one-year Service Period, the termination liability charge shall be one hundred percent (100%) of the applicable MRCs for the unexpired portion of the Service Period. For disconnects within the first twelve (12) months of a two- or three-year Service Period, the termination liability charge shall be one hundred percent (100%) of the applicable MRCs for the unexpired portion of the first twelve (12) months and fifty percent (50%) of the applicable MRCs for the number of months remaining in the Service Period. For disconnects after the first twelve months of a two- or three-year Service Period, the termination liability charge shall be fifty percent (50%) of the applicable MRCs for the number of months remaining in the Service Period. Customer acknowledges that the Carrier's actual damages arising from Customer's termination of the Service are impossible to ascertain and that the Termination Liability is a reasonable estimate of same and shall constitute liquidated damages, and not penalties. Early termination charges will not be assessed under the following circumstances: (i) Customer renegotiates a new term commitment for the same Service before the Service Period expires, and the aggregate amount of all MRCs included under the renegotiated Agreement is equal to or greater than the aggregate amount of the MRCs remaining under the expiring Agreement. An Administrative Change Charge will apply if there is no non recurring charge (NRC) associated with the new Service Period; (ii) Customer upgrades an i-VC to a higher speed or upgrades from 'QoS: Basic" to "QoS: Premier", provided that each of the following conditions are met. (A) The aggregate amount of all MRCs included under the Agreement for the upgraded i-VCs is equal to or greater than the aggregate amount of the MRCs remaining for the existing i-VCs; and (B) Both the existing and the upgraded service components are provided solely by the Carrier; and (C) The order to terminate existing i-VCs and the order for the upgraded i-VCs are received by the Carrier at the same time and be on the same order.

Availability - The rates, terms and conditions of this Arrangement are available only for business Customers whose locations in the state of New York. Available for similarly situated Customers under substantially similar facts and circumstances surrounding this Arrangement.

Material formerly found on this page now exists on original page 130.1.2 (N)

SECTION 6 - CONTRACT SERVICE ARRANGEMENTS AND PROMOTIONS

6.1 Contract Service Arrangements (Continued)

6.1.2 Custom Service Arrangement II

Service – Long Distance Voice Service switched outbound and dedicated outbound interstate and intrastate calls. Location in New York.

Term - This Arrangement is for up to 36 months from commencement of service.

Rates and Charges -

Switched Outbound Rates are $.06 per minute. (R)
Switched Tollfree Rates are $.06 per minute. (R)

Terms and Conditions - Customer may elect to terminate the Services provided under this Agreement for its own convenience upon sixty (60) days prior written notice to the Carrier. In the event Customer elects to terminate the Services provided under this Agreement prior to the expiration of the terms selected under Tier 2 or Enterprise Connections above, or if terminated for default by the Carrier, Customer shall be responsible for an amount equal to (i) the difference between the MAC and total usage charges paid during the Contract Year of such termination; and (ii) forty percent (40%) of the MAC for each additional Contract Year of the unexpired term of this Agreement (collectively, the "Termination Charges"). No early termination charges apply to Tier 0 or Tier 1. The rates set forth above are based on the Federal Rate Schedule VSDM Promotion #9 and are subject to Customer meeting certain elegibility requiremets for such promotion.

The implementation of service of Custom Service Arrangement II is June 9, 2005.

Availability - This Custom Service Arrangement No. II is not available to new Customers.

SECTION 6 - CONTRACT SERVICE ARRANGEMENTS AND PROMOTIONS

6.1 Contract Service Arrangements (Continued)

6.1.3 Custom Service Arrangement III

Service – Long Distance Voice Service switched outbound and dedicated outbound interstate and intrastate calls. Location in New York.

Term - This Arrangement is for up to 36 months from commencement of service.

Rates and Charges -

Switched Outbound Rates are $.06 per minute. (R)
Switched Tollfree Rates are $.06 per minute.
Dedicated Outbound Rates are $.03 per minute.
Dedicated Tollfree Rates are $.03 per minute. (R)

Location (NPA/NXX)	MRC per T1	MRC per DS3	ISDN MRC	Qty	Total NRC	Total MRC
631-298	$583.00		$100.00	16	$0.00	$10,928.00

Terms and Conditions - Customer commits to purchase the Services as set forth in Agreement for a term of thirty six (36) consecutive months following installation of the Services (if not previously installed) and Carrier's completion of all work necessary for the provision of the Services under the terms hereof (the "Service Period"). In the event Customer satisfies its MC prior to the expiration of the Service Period, in addition to any other termination rights that Customer may have, Customer may terminate this Agreement without incurring any termination liability charges.

If the usage charges paid by Customer are less than the MC, an Underutilization Charge equal to the difference between the MC and such usage will be imposed. Carrier will bill Customer for such Underutilization Charge within ninety (90) days following expiration of the Service Period.

SECTION 6 - CONTRACT SERVICE ARRANGEMENTS AND PROMOTIONS

6.1 Contract Service Arrangements (Continued)

6.1.3 Custom Service Arrangement III (Continued)

Terms and Conditions – (Continued)

Customer may order other services throughout the term of Agreement that are incidental to the Long Distance Voice Service provided herein. These optional features and services, as well as the rates for such features and services, are listed and described in either Carriers tariff, if applicable, or on its website. All terms and conditions set forth in Agreement shall apply to any such feature or service provided to Customer by Carrier. Nonrecurring charges, per-call charges minute-of use charges, feature change charges and other applicable charges may apply to such features or services. Incremental charges may also apply for installation of, or changes to the services provided herein. All charges for features and services incidental to the Long Distance Voice Service shall be billed in accordance with the current rates for such feature and services set forth in the Carrier tariffs or website. These rates are subject to change prior notice to Customer. Incidental features and services are provided on a month-to-month basis and may be cancelled and/or added at any time with notice to Carrier. Cancellation of any feature or service does not authorize Customer to cancel Agreement for Long Distance Voice Service that is subject of Agreement or to revise the Customer's selected MC. The Agreement shall remain in full force and effect until the end of its term or sooner terminated in accordance with its terms. In placing orders for features and service incidental to the Long Distance Voice Service provided herein, Customer shall follow Carrier's standard ordering process that Carrier has communicated to Customer. Such process is subject to change by Carrier at any time without prior notice to Customer.

Availability - This Custom Service Arrangement No. III is not available to new Customers. (C) (C)

SECTION 6 - CONTRACT SERVICE ARRANGEMENTS AND PROMOTIONS

6.2 Promotions (M)

General

Carrier may provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations. Specific rates, terms and conditions are applicable to each promotional offering. (M)