

COMMUNICATIONS SERVICES

SCHEDULE OF INTRASTATE CHARGES

APPLYING TO END-USER COMMUNICATIONS SERVICES

BETWEEN FIXED POINTS IN THE STATE OF NEW YORK

This tariff supersedes the New York P.S.C. No. 2 Telephone tariff previously filed by Cablevision Lightpath, Inc.

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Issued: February 3, 2000

Effective: March 4, 2000

Issued By: Maggie Melluso  
Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

1. CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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2. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS  
OF TECHNICAL TERMS USED IN THIS TARIFF

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.

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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. (N)  
|  
(N)

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.

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.

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3. DEFINITIONS (Cont'd.)

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, Inc., the issuer of this tariff, which is a Delaware corporation.

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. (N)

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.

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. (N)  
(N)

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, 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. (N)

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

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3. DEFINITIONS (Cont'd.)

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

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. (N)

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. (C)  
(C)  
(C)

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.

(D)  
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(D)

SONET: Synchronous Optical Network. SONET is a physical layer network technology designed to carry large volumes of traffic over relatively long distances. SONET is deployed as a fiber optic network in a ring topology, often used to carry voice signals or data traffic. One ring is described as hot, or carrying data. The other ring is the protect, or standby, ring that transmits data in the opposite direction in case of service degradation or a fiber cut. (N)  
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(N)

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3. DEFINITIONS (Cont'd.)

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.

TDM: Time Division Multiplexing. A type of multiplexing where two or more channels (N) of information are transmitted over the same link by allocating a different time interval ("slot" or "slice") for the transmission of each channel, i.e., the channels take turns to use the link. (N)

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

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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 Customers within the State of New York where Company-provided facilities exist. (C)  
(C)

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COMMUNICATIONS SERVICES

5. REGULATIONS

5.1 Undertaking of the Company

5.1.1 Scope

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.

5.1.2 Allocation or Shortage of Equipment or Facilities

5.1.2.1 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.

5.1.2.2 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.

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One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.1 Undertaking of the Company (Cont'd.)

5.1.3 Liability of the Company

5.1.3.1 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.

5.1.3.2 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 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.

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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.1 Undertaking of the Company (Cont'd.)

5.1.3 Liability of the Company (Cont'd.)

5.1.3.3 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 or other catastrophes; 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; or strikes, lock-outs, work stoppages, or other labor difficulties.

5.1.3.4 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.

5.1.3.5 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.

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5.1.3.6 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.

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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.1 Undertaking of the Company (Cont'd.)

5.1.3 Liability of the Company (Cont'd.)

5.1.3.7 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 5.1.3.7 as a condition precedent to such installations.

5.1.3.8 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.

5.1.3.9 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. (C)

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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.1 Undertaking of the Company (Cont'd.)

5.1.3 Liability of the Company (Cont'd.)

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

5.1.3.11 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, including reasonable attorneys fees, 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. (N)

5.1.3.12 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. (T)

5.1.3.13 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. (T)

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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.1 Undertaking of the Company (Cont'd.)

5.1.3 Liability of the Company (Cont'd.)

5.1.3.14 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.

5.1.3.15 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 5.5.3.

5.1.3.16 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.

5.1.3.17 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.

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

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5. REGULATIONS (Cont'd.)

5.1 Undertaking of the Company (Cont'd.)

5.1.3 Liability of the Company (Cont'd.)

5.1.3.18 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 contact 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.

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(M)

5.1.4 Claims

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.

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## COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)5.1 Undertaking of the Company (Cont'd.)5.1.5 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.

5.1.6 Provisions of Equipment and Facilities

5.1.6.1 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.

5.1.6.2 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.

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One Media Crossways  
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5. REGULATIONS (Cont'd.)

5.1 Undertaking of the Company (Cont'd.)

5.1.6 Provisions of Equipment and Facilities (Cont'd.)

5.1.6.3 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.

5.1.6.4 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.

5.1.6.5 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:

- (a) the transmission of signals by Customer-provided or Authorized User-provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided or Authorized User-provided equipment.

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5. REGULATIONS (Cont'd.)

5.1 Undertaking of the Company (Cont'd.)

5.1.7 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.

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5.1.8 Ownership of Facilities

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

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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.2 Prohibited Uses

- 5.2.1 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.
- 5.2.2 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 PSC regulations, policies, orders, and decisions.
- 5.2.3 A Customer, or Authorized User may not assign, or transfer in any manner, the service without the written consent of the Company.
- 5.2.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.3 Obligations of the Customer

5.3.1 The Customer shall be responsible for:

- (a) The payment of all applicable charges as set forth in this tariff;
- (b) 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;
- (c) 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;

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5. REGULATIONS (Cont'd.)5.3 Obligations of the Customer

## 5.3.1 (Cont'd.)

- (d) 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 in 5.3.1(c) 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 5.3.1(c) prior to accepting an order for service;
- (e) 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;

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5. REGULATIONS (Cont'd.)

5.3 Obligations of the Customer (Cont'd.)

5.3.1 (Cont'd.)

- (f) 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 5.3.1(d); 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;
- (g) Except as provided in Section 5.6.1, 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
- (h) 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.

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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.4 Customer Equipment and Channels

5.4.1 In General

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

5.4.2 Station Equipment

5.4.2.1 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.

5.4.2.2 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.

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Issued By: Maggie Melluso  
Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797



COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.4 Customer Equipment and Channels (Cont'd.)

5.4.3 Interconnection of Facilities

5.4.3.1 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.

5.4.3.2 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.

5.4.4 Interconnection Provisions

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.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.4 Customer Equipment and Channels (Cont'd.)

5.4.5 Inspections

5.4.5.1 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 5.4.2 and 5.4.4 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.

5.4.5.2 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.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements

5.5.1 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.

5.5.1.1 Business and Residence Rates

Different rates apply for Business and Residential Customers. Business rates are in Section 7 and Residential rates are in Section 8.

- (a) Business rates apply to services furnished in the following locations:

Office buildings, stores, factories and all other places of a business nature. Churches, hotels, colleges, hospitals, and other major institutions.

- (b) Residential rates apply to service furnished as follows:

In domestic establishments (private homes or apartments) for domestic use and not for substantial occupational use.

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One Media Crossways  
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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.1 Payment for Service (Cont'd.)

5.5.1.2 Taxes

The Customer is responsible for the payment of any ermissible 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). The applicable Gross Revenue Surcharge rates, MTA tax rates, and Local Utility Gross Revenue Surcharge rates are shown on a statement, which is attached to this tariff. Any changes to these rates will be filed on fifteen (15) days notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing not later than the first billing period following the date of the change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharge as directed by the Commission.\* (C)

\*Issued in compliance with New York Public Service Commission's Order in Case 93-M-0411, dated June 3, 1993, and the Commission's Order in Case 98-M-0489, issued and effective August 26, 1998.

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.2 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. (C)  
(C)

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

5.5.2.2 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.

5.5.2.3 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.

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.2 Billing and Collection of Charges (Cont'd.)

5.5.2.4 If any portion of the payment is received by the Company more than thirty (30) days after the payment date as set forth in 5.5.2.1 and 5.5.2.2 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:

- (a) 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
- (b) 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.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.2 Billing and Collection of Charges (Cont'd.)

5.5.2.4 (Cont'd.)

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

- (c) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.
- (d) For business Services, in the event the Customer's account is placed into collection, the Customer agrees to pay the Company's expenses including reasonable attorney's fees, collection costs, and disbursements. (C)
- (e) 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.
- (f) All amounts deferred under deferred payment agreements will not be subject to the late payment charge.
- (g) The late payment charge does not apply to residence Customers who are billed under a quarterly payment plan.
- (h) For those residence Customers who certify to the Company that they suffer from serious illness, the late payment charge will be waived.
- (i) Life Line Customers are exempt from the late payment charge.

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.2 Billing and Collection of Charges (Cont'd.)

5.5.2.5 The Customer will be assessed a charge (\$10.00 Residential and \$15.00 Business) 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.

5.5.2.6 Customers have up to six (6) months 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 with interest at the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Notwithstanding the foregoing, a Customer may not go back more than twenty-four (24) months of billing in connection with billing disputes. (C)

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

5.5.2.8 Company will 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. The rate of interest on such an overpayment shall be the greater of the unadjusted Customer deposit rate or the applicable late payment rate. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. No interest will be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by Company. (C)

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
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## COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)5.5 Payment Arrangements (Cont'd.)5.5.3 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 one 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 Business 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.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.4 Deposits

5.5.4.1 To safeguard its interests, before a service or facility is furnished, the Company may require a Business 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:

- (a) two month's charges for a service or facility, or
- (b) 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.

5.5.4.2 A deposit may be required in addition to an advance payment.

5.5.4.3 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 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.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.4 Deposits (Cont'd.)

5.5.4.4 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 telephone 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.

5.5.4.5 All new Customers or existing Customers who are 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for non-payment during the preceding 6 months.

Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected or 30 days from the date that verification of age is requested from an existing Customer, the Company may disconnect service.

Any new Customer or existing Customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.4 Deposits (Cont'd.)

5.5.4.6 The Company shall not require any person it knows to be a recipient of public assistance, supplementary security income, or additional state public assistance payments to post a Security Deposit.

5.5.4.7 Customers who have a recent payment history with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment. A Customer who still owes money to the Company for residential service on a prior account in his or her name shall be offered a deferred payment plan not to exceed three months provided that the Customer had service for three months and was not terminated for nonpayment during that period.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.4 Deposits (Cont'd.)

5.5.4.8 Deposits held will accrue interest at a rate specified by the Public Service Commission. New deposits from residential 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 residential Customers after 1 year, and to business 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.

5.5.4.9 Applicants for residential service and existing resident Customers are permitted to pay deposits in installments over a period not to exceed six months.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

## COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)5.5 Payment Arrangements (Cont'd.)5.5.5 Installment Billing

Residence Customers may elect to pay their initial service connection, installations and other non-recurring charges associated with service orders including restoration of service charges in monthly installments for up to a 12 month period. When installment billing is requested, it will be applied to all non-recurring charges subject to the following:

- (a) Installment billing may be used only by residence Customers.
- (b) Charges will be billed in 12 equal monthly installments.
- (c) A Customer may not pay a portion of the charges and then request installment billing for the remaining charges.
- (d) A Customer may elect to pay the unbilled charges before the expiration of the installment plan.
- (e) More than one installment plan may be in effect for the same Customer at the same time, except however, that only one installment plan for restoration of service charges may be in effect at the same time.
- (f) If a Customer disconnects service before the expiration of the plan period, all unbilled charges will be included in the final bill rendered.
- (g) Installment billing payments will continue even though an account is temporarily disconnected.
- (h) No interest charges will be applied.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.6 Adjusted Payment Schedule

Residence Customers on fixed incomes shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for periodic receipt of income.

5.5.7 Quarterly Payment Plan

Residential Customers, 62 years of age or older, may request a plan for payment on a quarterly basis of charges for services rendered, provided that such Customer's average annual billing is not more than \$150.00.

5.5.8 Discontinuance of Service

5.5.8.1 Upon nonpayment of any charges or deposits owing to the Company, the Company, after complying with the procedures described in 5.5.2, may, by giving ten days' prior notice to the Business Customer, discontinue or suspend service under this tariff without incurring any liability. Service to residential Customers may be discontinued or suspended for nonpayment of any amounts owing to the Company on twenty days' prior written notice.

5.5.8.2 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.

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One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.8 Discontinuance of Service (Cont'd.)

5.5.8.3 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.

5.5.8.4 Upon the Customer's discontinuance of service to the Customer under Section 5.5.8.1 or 5.5.8.2, 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 (discounted to present value at six percent).

5.5.8.5 Telephone service shall not be discontinued for:

- (a) Nonpayment of bills rendered other than for telephone service or deposits requested in connection with telephone service;
- (b) Nonpayment for services for which a bill has not been rendered;
- (c) Nonpayment for services which have not been rendered, except the initial advance payment of new Customers;

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797



COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.8 Discontinuance of Service (Cont'd.)

5.5.8.5 (Cont'd.)

- (d) 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, 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.

5.5.8.6 Special provisions for residence Customers are as follows:

- (a) Disconnection notices may not be issued until at least 30 days after the date of the bill unless exceptional circumstances exist and then only in accordance with Commission approved procedures. Bills must be mailed to Customers no later than six business days after the date of the bill. The 30 day period shall be extended one day for each day beyond the sixth business day when the bills are mailed late.
- (b) Disconnection may occur only between the hours of 8 am and 4 p.m., Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the Company is closed. In addition, service may not be disconnected during the periods of December 23 through December 26 and December 30 through January 2. At least one attempt shall be made during nonworking hours to contact the residential Customer by telephone before the date of disconnection.

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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.8 Discontinuance of Service (Cont'd.)

5.5.8.7 If a Customer who has received a notice of discontinuance pays his bill with a check that is subsequently dishonored, his account remains unpaid and the Company is not required to issue any additional notice before discontinuing service. However, when a check received from a residence Customer is dishonored, and that Customer has not previously submitted a dishonored check within the past 12 months, the Company shall make two attempts, one outside of normal business hours, to contact the Customer within 24 hours and the Customer shall be given an additional 24 hours to pay before disconnection.

5.5.8.8 In the event of a medical emergency, as defined in 16 NYCRR, Sec. 609.5(a) , an additional 30 days will be allowed for residential Customers before disconnection, provided a medical certificate, as defined in 16 NYCRR, Sec. 609.5(a) is supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the pendency of the emergency, Customers will be able to defer payment of monthly charges in an amount up to \$30.00 until the emergency ceases or it is determined that Customers have the ability to pay the charges. Any charges in excess of \$30.00 in any month are due by the due date of the bill.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.8 Discontinuance of Service (Cont'd.)

5.5.8.9 Where a residential Customer is known to or identified to the Company as being blind or disabled as defined in 16 NYCRR, Sec. 609.5(b), or 62 years of age or older, and all other residents of the Customer's household are under 18 years of age, 62 years of age or older, blind or disabled, an additional 20 days will be allowed before disconnection may occur. The Company shall make a diligent effort to contact by phone or in person, if telephone contact is not successful, an adult resident may be contacted at the location for purposes of devising a payment plan 8 days before the date of disconnection.

In cases where service has been disconnected and the Company subsequently learns that the Customer is entitled to the protections established under this subdivision, the Company shall within 24 hours of notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the Customer's premises for the purpose of devising a payment plan. Should the Company be unable to contact such person within 24 hours, it shall make reasonable efforts to achieve contact as soon as possible.

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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.8 Discontinuance of Service (Cont'd.)

5.5.8.10 Existing residential Customers with three or more months service and for whom service has not been disconnected for nonpayment, shall be offered a deferred payment agreement prior to disconnection, unless it is determined by the Commission that such Customer has sufficient resources to pay the bill. Residence Customers with medical emergencies and Customers who are elderly, blind or disabled shall be exempt from such eligibility criteria.

Service will not be disconnected unless a deferred payment plan is offered.

Final notices of disconnection will advise Customers of deferred payment arrangements and no less than six days before termination of total service, a deferred payment plan will be offered which will include in bold print a notice that assistance may be obtained from the Commission.

Deferred payment agreements will be for a period of no less than 10 months unless otherwise agreed to by the Customers and for amounts of up to \$450 unless greater amounts are agreed to by the Company.

Down payments shall not exceed the lesser of one-fifth of the amount deferred or 3 months of a Customer's average billing plus the difference between the total amount of arrears and the amount deferred.

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One Media Crossways  
Woodbury, NY 11797

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5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.8 Discontinuance of Service (Cont'd.)

5.5.8.11 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. These procedures are in accordance with the Public Service Commission Rules contained in Subchapter C, Chapter VI, Title 16 of the New York Code of Rules and Regulations, Part 533 - Notices of Discontinuance and Complaint Procedures, Section 533.9 and 533.10.

Telephone service may be disconnected for nonpayment of the undisputed portion 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. Disconnected residential service shall be reconnected within 24 hours following payment absent circumstances beyond the Company's control or later upon Customer request. When circumstances beyond the Company's control exist, the service will be connected within 24 hours after cessation of such circumstances.

The Commission or its authorized designee may direct reconnection of service which may be within less than 24 hours.

Copies of Company complaint handling procedures are on file with the Commission and are available to the Public for inspection upon request at the Company office where applications or payments for service may be made in person.

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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.9 Fractional Charges (Cont'd.)

5.5.9.1 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.

5.5.10 Cancellation of Application for Service

5.5.10.1 Applications for Business service are non-cancelable unless the Company otherwise agrees. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

5.5.10.2 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, less net salvage, 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).

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Cablevision Lightpath, Inc.  
One Media Crossways  
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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.10 Cancellation of Application for Service (Cont'd.)

5.5.10.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to costs incurred, less net salvage, 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.

5.5.10.4 The special charges described in 5.5.10.1 through 5.5.10.3 will be calculated and applied on a case-by-case basis.

5.5.11 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.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.5 Payment Arrangements (Cont'd.)

5.5.12 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.

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One Media Crossways  
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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or willful acts of, or noncompliance with the provisions of this tariff by, the Customer or an Authorized User, or the operation or malfunction of the facilities, power or equipment provided by the Customer or Authorized User, will be credited to the Customer as set forth in 5.6.1 for the part of the service that the interruption affects.

5.6.1. Credit for Interruptions

5.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

5.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

## COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)5.6 Allowances for Interruptions in Service (Cont'd.)5.6.1 Credit for Interruptions (Cont'd.)

5.6.1.3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

<b>Interruptions of 24 Hours or Less</b>	
<i>Length of Interruption</i>	<i>Interruption Period To Be Credited</i>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 30 minutes or more during any one 24-hour period shall be considered as one interruption. In no event shall such interruption credits exceed one day in any 24-hour period.

Interruptions Over 24 Hours

Interruptions over 24 hours will be credited 2 (two) days for each full 24 (twenty-four) hour period or fraction thereof.

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One Media Crossways  
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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.6 Allowances for Interruptions in Service (Cont'd.)

5.6.1 Credit for Interruptions (Cont'd.)

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One Media Crossways  
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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.6 Allowances for Interruptions in Service (Cont'd.)

5.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, or other common carrier providing service connected to the service of the Company;
- (b) Interruptions of service during any period in which the Company is not given access to the Premises at which the Company provided service is interrupted or terminated;
- (c) Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction; and
- (d) Interruptions of service during any period when the Customer or Authorized User has released service to the Company for maintenance purposes for a change in service arrangements;
- (e) Interruptions caused in the course of routine maintenance, testing and/or adjustment of the Network or facilities related to the provision of service; and
- (f) Interruptions due to the failure or malfunction of non-Company equipment.
- (g) Interruptions in service due to suspected fraud, potential uncollectible situations or misuse of services including reselling of services.

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.6 Allowances for Interruptions in Service (Cont'd.)

5.6.3 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances previously stated in this Section, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator will be given as follows:

- (a) For free or no-charge published directory listings, credit will be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line affected, for the life of the directory or the charge period during which the error, mistake or omissions occurs.
- (b) For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

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One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.6 Allowances for Interruptions in Service (Cont'd.)

5.6.3 Directory Errors (Cont'd.)

- (c) For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the Customer, the Company will be allowed a period of three business days to make a correction. If the correction is not made in that time, credit will be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
- (d) The total amount of the credit provided for in the preceding Paragraphs (a), (b) and (c) shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in Paragraph (c), for the line or lines in question.
- (e) Such allowance or credits as specified in Paragraphs (a), (b) and (c) preceding, will be given upon notice to the Company by the Customer that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company any will credit without the requirement of notification by the Customers.

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One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.6 Allowances for Interruptions in Service (Cont'd.)

5.6.4 Chronic Interruptions

Chronic interruption is defined as (3) three separate service interruptions 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 an interruption that lasts longer than seventy-two (72) hours.

(C)  
|  
(C)

In the event that Customer experiences chronic interruptions, the Company will perform a detailed investigation, report the findings to Customer and if necessary, institute a corrective plan. If Customer continues to experience chronic service interruptions on the circuit after receiving the report, excluding Force Majeure interruptions, 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 service interruption.

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
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## COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)5.6 Allowances for Interruptions in Service (Cont'd.)5.6.5 Maintenance Service Incentive and Rebate Plan5.6.5.1 General

The Company shall provide a rebate with respect to local exchange service to Customers of access lines in the amount and under the conditions set forth below, in accordance with Part 603, Service Standards for Telephone Companies of 16 NYCRR.

- (a) In the event that: a central office entity having more than 3,000 access lines has a Customer Trouble Rate of 8.4 or more for three consecutive months (three month triggering period), or a central office entity having 3,000 or fewer access lines has a Customer Trouble Report of 8.4 or more for five consecutive months (five month triggering period); then a rebate shall be made to each consumer of record of one or more access lines in the central office entity in the month subsequent to any three or five month triggering period, whichever is applicable, in an amount equal to 20% of the local service charges (as defined in Sections 7 and 8 following).
- (b) Rebates will be payable in a central office entity of 3,000 or fewer access lines if the entity has a Customer Trouble Report Rate of 8.4 or more for three consecutive months unless the Company can establish, based on its experience that the five month triggering period continues to be appropriate.
- (c) The Company may petition for an exemption from paying rebates when performance is affected by events specified in Section 603.1 of 16 NYCRR.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797



## COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)5.7 Discounts for Hearing Or Speech Impaired Customers

An intrastate telephone call which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for intrastate local and toll calls placed between TDDs or between individuals with normal hearing and speech. The credit to be given on such calls will be a 50 percent discount off the applicable rate for:

- (1) an intrastate regional or interLATA call and/or;
- (2) monthly basic service connection charges associated with the handicapped person's telephone service. Charges for calls are from the point of origination to the point of termination and are independent of call routing. The reduction in charges is applied at only one location designated by the handicapped person.

The Telecommunications Relay Service in New York can be reached toll-free by non-voice telephone equipment users by dialing 800-662-1220 and by voice telephone equipment users by dialing 800-421-1220.

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 impairment of hearing or speech such as those which qualify the handicapped persons for social security benefits on the basis of total hearing impairment or for use of facilities of an agency for persons with hearing or speech impairment.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.8 Special Credit Card for Blind and Disabled Persons

5.8.1 General

Persons who are blind or whose disability causes difficulty with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the state of New York at a special rate or to place calls from a telephone outside of the Company's territory, but within the state of New York at rates applicable to the territory from which the call is made.

5.8.2 Rates

(a) Within the Company's Territory

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card will be billed at the higher operator handled rate.

(b) Outside the Company's Territory, but within New York State All rates, charges, billing and restrictions in effect in the territory from which the call is made will apply.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.8 Special Credit Card for Blind and Disabled Persons (Cont'd.)

5.8.3 Qualification

The following criteria will be used to determine eligibility for the Special Credit Card:

- (a) "Legally Blind"-those whose visual acuity is 20/200 or less in the better eye with corrective glasses or whose widest diameter of visual field subtends in angular distance no greater than 20 degrees.
- (b) "Physically Handicapped"-those who are certified by competent authority as unable to read or use ordinary printed materials as result of physical limitation.
- (c) Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or noncoin telephone.

Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist, or representative of either the Association for the Blind of New York City, Inc., or the New York City Rehabilitation Center.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.8 Special Credit Card for Blind and Disabled Persons (Cont'd.)

5.8.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

- (a) The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
- (b) Another party may agree to accept responsibility for payment of charges incurred through use of the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized use of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.9 Switched Network Services

The following regulations are applicable to both business and residential services:

5.9.1 Flexible Pricing Plan

The rate ranges set forth in the Rates Section of this tariff, where the designation "Max"/"Min" appears, establishes a range of within which changes in rates may be made on one day's notice to the Commission and Customer. Current prices will be at levels within the specified ranges and will be set forth in Addendum B to this tariff.

A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

5.9.2 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. The specific terms of each promotional program shall be filed with the Commission as part of the Company's flexible rate schedule.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.9 Switched Network Services (Cont'd.)

5.9.3 Time Sensitive Usage Rates

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

5.9.3.1 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.

5.9.3.2 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).

5.9.3.3 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.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.9 Switched Network Services (Cont'd.)

5.9.4 Distance Sensitive Usage Rates

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

5.9.4.1 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.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.9 Switched Network Services (Cont'd.)

5.9.4 Distance Sensitive Usage Rates

5.9.4.2 The airline distance between any two Rate Centers is determined as follows:

- (a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above referenced NECA tariff.
- (b) Compute the difference between the "V" coordinates of each Rate Center and the "H" coordinates of each rate center.
- (c) Square each difference obtained in (b) above.
- (d) Add the squares together and divide by 10.
- (e) Take the square root of the number obtained in (d) above and round the result to the next higher whole number. This is the airline mileage between the two Rate Centers for pricing purposes.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797



## COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)5.10 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:

- (1) 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.
- (2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- (3) 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.
- (4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in (1) above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.10 Automatic Number Identification Terms and Conditions (Cont'd.)

- (5) Violation of any of the foregoing terms and conditions by any ANI recipient shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Carrier until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under the terms and conditions determined by the Commission.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

## COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)5.11 Schools and Libraries Discount Program5.11.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this 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 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.

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.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.11 Schools and Libraries Discount Program (Cont'd.)

5.11.2 Regulations

5.11.2.1 Obligations of eligible schools and libraries

(a) Requests for service

1. 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.
2. 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.
3. Services requested will be used for educational purposes.
4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.11 Schools and Libraries Discount Program (Cont'd.)

5.11.2 Regulations (Cont'd.)

5.11.2.2 Obligations of the Company

- (a) 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.
- (b) 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).
- (c) 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 New York State Public Service Commission approval.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.11 Schools and Libraries Discount Program (Cont'd.)

5.11.3 Discounted Rates for Schools and Libraries

- (1) 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.
- (2) The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- (3) 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.
- (4) The discount matrix for eligible schools, libraries and consortia is included as Addendum D to this tariff.

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One Media Crossways  
Woodbury, NY 11797

## COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)5.12 Health Care Providers Support Program5.12.1 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 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") 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 ("Rules").

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One Media Crossways  
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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.12 Health Care Providers Support Program (Cont'd.)

5.12.2 Regulations

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

\*Issued in compliance with Order of the Public Service Commission, dated November 4, 1997 in Cases 94-C-0095 and 28425.

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One Media Crossways  
Woodbury, NY 11797



COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.12 Health Care Providers Support Program (Cont'd.)

5.12.2 Regulations (Cont'd.)

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

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One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.12 Health Care Providers Support Program (Cont'd.)

5.12.2 Regulations (Cont'd.)

(e) Responsibility of the Company

- (1) The Company shall offer the rates and charges as specified in Section 5.12.3 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.
- (3) In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.12 Health Care Providers Support Program (Cont'd.)

5.12.3 Rates and Charges

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

- (a) A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed 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 populations 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.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

(N)

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

5.13.1 General

- (a) 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.

- (b) The TSP program has two components, restoration and provisioning.
  - i. 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.

(N)

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Cablevision Lightpath, Inc.  
111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

(N)

5.13 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

5.13.1 General (Cont'd.)

- ii. 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.

5.13.2 TSP Request Process – Restoration

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

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

(N)

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Cablevision Lightpath, Inc.  
111 Stewart Avenue  
Bethpage, NY 11714-3581

## COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

(N)

5.13 Emergency/ Crisis/ Disaster Restoration and Provisioning – Telecommunications Service Priority (Cont'd.)5.13.2a TSP Request Process – Restoration (Cont'd.)

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

5.13.2b 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:

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.

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

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.

(N)

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Cablevision Lightpath, Inc.  
111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

(N)

5.13 Emergency/ Crisis/ Disaster Restoration and Provisioning – Telecommunications Service Priority (Cont'd.)

5.13.3 Responsibilities of the End-User

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

- a. Identify telecommunications services requiring priority.
- b. 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).
- c. Accept TSP services by the service due dates.
- d. 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.
- e. Pay the Company any authorized costs associated with priority services.
- f. Report to the Company any failed or unusable services with priority levels.
- g. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- h. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

(N)

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Cablevision Lightpath, Inc.  
111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

(N)

5.13 Emergency/ Crisis/ Disaster Restoration and Provisioning – Telecommunications Service Priority (Cont'd.)

5.13.4 Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OPT.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- f. Confirm completion of TSP service order activity to the OPT.
- g. Participate in reconciliation of TSP information at the request of the OPT.
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- j. 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.

(N)

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Cablevision Lightpath, Inc.  
111 Stewart Avenue  
Bethpage, NY 11714-3581



COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

(N)

5.13 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

5.13.4 Responsibilities of the Company (Cont'd.)

- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

5.13.5 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.

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Cablevision Lightpath, Inc.  
111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

(N)

5.14 Emergency Services

5.14.1 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.

5.14.2 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. The telephone user who dials the 911 number will not be charged for the call.

(N)

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

## COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

(N)

5.14 Emergency Services (Cont'd.)5.14.3 Conditions of Furnishing 911 Service and E911 Service

- (A) 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.
- (B) 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.

(N)

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

(N)

5.14 Emergency Services (Cont'd.)

5.14.3 Conditions of Furnishing 911 Service and E911 Service (Cont'd.)

(C) 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.

(D) The Company's liability in furnishing service under this tariff is set forth in Section 5.1.3.

(N)

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

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

If the Customer terminates Service prior to the end of the 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 twelve (12) month minimum service period, or in the event that Customer has agreed to a service term in excess of one year, Customer shall be liable for a Early Termination Charge equal to fifty percent (50%) of the basic monthly charges that would have been applicable for the remainder of the term.

5.15.1 Early Termination Charges will not be assessed under the following circumstances:

- For Business Lines, there is no Early Termination Charge applied after the initial twelve (12) month service period.
- Customer moves existing Service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that Service for the remainder of the term. Customer must agree to new installation and appropriate construction charges at the “new” location associated with the move;
- Customer attempts to move existing Service to a new location within the Company service area, but the Service is not available;
- Customer negotiates a new term commitment plan for the same Service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
- Customer changes to another Service or upgrades Service to a higher speed or capacity under a term commitment, provided the following conditions are met:

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(N)

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

5.15 Early Termination Charges for Standard Installation and Non-New Builds  
(cont'd)

5.15.1 Early Termination Charges will not be assessed under the following circumstances (Cont'd.):

- The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,
- The Company provides the new Service via tariff or on an Individual Case Basis (ICB), and
- The order to discontinue the existing Service and the order for the new or upgraded Service are received by the Company at the same time.

5.16 Customer Not Ready

In the event the Company supplies Services to the Customer and the Customer is not ready for the Service, the Customer's billing will commence on the day after the Customer has been notified that the Service or facility becomes available for use. Service is considered to be available for use when connectivity is established to the demarcation point. If the Customer is not ready to accept Service on the service activation date, the Company will reschedule a new date with the Customer no later than fifteen (15) business days from the initial service activation date. Billing will commence no later than fifteen (15) business days from the initial service activation date.

5.17 New Builds

A New Build is a site to which Service originates or terminates and to which the Company must build or construct new facilities or equipment in order to provide Service. New Build installation is subject to, but not limited to, the following conditions: completion of a site survey, completion of facility inquiry forms, obtaining any necessary municipal permits; right-of-way pole licensing, landlord consent, facility/property access, and weather conditions.

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

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(N)

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COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

(N)

5.17 New Builds (Cont'd.)

517.1 New Build Service Cancellation Liability

If Customer cancels the Service order after landlord consent has been secured, but prior to the completion of the New Build, Customer shall reimburse Company for reasonable direct costs incurred by the Company prior to cancellation.

5.17.2 New Build Early Termination Liability

5.17.2.1 If Service is terminated in the first year of the service term, Customer shall pay one hundred percent (100%) of its remaining service term monthly recurring charges, the standard installation charge (even if waived), and network extension charges, if any.

5.17.2.2 If Service is terminated in the second year of the service term, Customer shall pay seventy-five percent (75%) of its remaining service term monthly recurring charges, the standard installation charge (even if waived), and network extension charges, if any.

5.17.2.3 If Service is terminated in the last year of the service term, Customer shall pay fifty percent (50%) of its remaining service term monthly recurring charges, standard installation charge (even if waived), and network extension charges, if any.

(N)

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

## COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.) (N)5.17 New Builds (Cont'd.)5.17.3 New Build Dual Entrance Facilities

5.17.3.1 Services may be available using dual entrance facilities in which the Service enters the building/facility at two (2) distinct minimum points of entry (MPOEs). If requested by Customer when Service is ordered, the Company will perform a site survey to access the build requirements. At the Company's discretion, the Company will offer a dual entrance MPOE subject to an installation fee on an ICB.

5.17.3.2 Dual entrance builds are subject to a minimum service requirement of 1 MUX at the Customer location and 1 MUX at the Company hub location.

5.17.3.3 If a dual entrance is requested after the New Build, it will be considered Special Construction and additional charges will apply.

5.17.4 New Build Network Extension Charge

A Network Extension Charge is applied when the total monthly recurring charge for the Services the Customer is purchasing is insufficient to meet the minimum revenue requirement to justify a New Build to the Customer's building. The amount of the Network Extension Charge is the differential between the required Monthly Recurring Charges established for the New Build and the Customer's monthly recurring Charges for all the Services purchased and terminated at the New Build location. The Customer may select one of two methods to remit the Network Extension Charge: (1) The Customer may pay the fee as a monthly recurring charge for the term of the contract or (2) The Customer may pay the full amount in one installment, paid in full upon receipt of first invoice. If the Customer terminates its Service before the end of the term, Customer and Customer has opted to pay the Network Extension Charge as a monthly recurring Charge for the full term required for the New Build, the Customer will be charged the full remaining amount of the Network Extension Charge.

(N)

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581



COMMUNICATIONS SERVICES

5. REGULATIONS (Cont'd.)

(N)

5.18 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.

(N)

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

## COMMUNICATIONS SERVICES

6. BUSINESS SERVICES6.1 Transmission Services6.1.1 High Capacity Transmission Services\* (C)

High Capacity Transmission Services are offered over the Company's facilities for the transmission of one-way and two-way communications, and the provision of One-way Service, Two-way Service and Duplex Service. These services are furnished for transmission of digital signals at operating speeds of 1.544 Mbps, DS-1 Service, and 44.736 Mbps, DS-3 Service. Digital channels operating at speeds other than 1.544 Mbps or 44.736 Mbps may be provided at the Company's option on an Individual Case Basis (ICB).

6.1.1.1 DS-1 Service consists of the provision of channels for the transmission of digital signals at an operating speed of 1.544 Mbps and having the following characteristics:

Line Rate:	1.544 Mbps + 130 ppm
Line Code 1:	Bipolar (alternate mark) Inversion
Line Code 2:	Bipolar 8 zero substitution (B8ZS)
Line Independence:	100 Ohms + 5% balanced
Jitter:	The multiplexer will add not more than 0.3 time slot of rms jitter to a DS-1 signal when looped at the DS-3 point.

\*These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)  
(N)

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.1 Transmission Services (Cont'd.)

6.1.1 High Capacity Transmission Services\* (Cont'd.) (C)

6.1.1.2 DS-3 Service consists of the provision of channels for the transmission of digital signals at an operating speed of 44.736 Mbps and having the following characteristics:

Line Rate: 44.736 Mbps + 20 ppm

Line Code: Bipolar 8 zero substitution (B8ZS)

Line Independence: 75 Ohms + 5 percent unbalanced

6.1.1.3 Fractional DS-1 service provides digital channels operating over the combined bandwidth of adjacent channels to create a contiguous bit rate. The bandwidth provided to the Customer is fractional (proportional) to the 1.544 Mbps of bandwidth provided with DS1 channels. Fractional DS1 channels provide simultaneous, two-way digital transmission at contiguous bit rates of 128.0, 256.0, 384.0, 512.0 or 768.0 Kbps.

\*These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)  
(N)

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1111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.1 Transmission Services (Cont'd.)

6.1.2 DS-0 Services\* (C)

DS-0 Services are Digital Channels furnished by the Company at transmission speeds up to 64 Kbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals as described below. If connections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335.

6.1.2.1 Effective 2-Wire Service provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

6.1.2.1.1 Private Line Manual Ringdown - 2 wire, 600 ohm or 900 ohm, Loop Start, RJ21X demarcation and handoff. (NCI Code: 022AC2, 02ACR) provides circuit connecting two specific locations, where signaling (i.e., ringing current) is provided externally by the Customer. A transmission can be originated from either end. Ringing at 20Hz will be at industry- standard voltage and current.

\*These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)  
(N)

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.1 Transmission Services (Cont'd.)

6.1.2 DS-0 Services\* (Cont'd.) (C)

6.1.2.1 (Cont'd.)

6.1.2.1.2 Private Line Automatic Ringdown (PLAR) - 2 wire, 600 ohm, Loop Start, RJ21X demarcation and handoff (NCI Code: 02LR2) provides circuit connecting two specific locations, where signaling (ringing) is automatically generated by the Company upon offhook (transmission origination). Either end can originate the transmission. Ringing at 20 Hz will be at industry-standard voltage and current.

6.1.2.1.3 OPX/Tie Line/Tie Trunk Private Lines (OPX) -2 wire, 600 ohm or 900 ohm, Loop or Ground Start, RJ21X demarcation and handoff. (Possible NCI Codes: 02GS2, 02GS3, 02LS2, 02LS3, 02L02, 02L03, 02G02, 02G03, 04EA2-M, 04EA2-E, 06EB2-M, 06EB2-E, 06EA2-M, 06EA2-E, 08EB2-M, 08EB2-E, and 08EC2.) The circuit will be transparent to OPX signaling (e.g., DP, DTMF or MF dialing, ringing).

6.1.2.1.4 2-Wire Transmission Only - 2 wire, 600 ohm or 900 ohm, open loop (continuously connected), RJ21X demarcation and handoff. C4 conditioned circuit connecting two locations, typically used for voiceband data service.

\*These products and features are no longer being offered to any customer, but will continue to be (N) supported for any customer who has the service. (N)

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.1 Transmission Services (Cont'd.)

6.1.2 DS-0 Services\* (Cont'd.) (C)

6.1.2.2 Effective 4-Wire Service provides a digital transmission channel capable of normally carrying among other information, the digitized representation of human speech and duplex transmission of data converted to analog signals. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 4-wire data-conditioned telephone circuit. Specific configurations are as follows:

6.1.2.2.1 4-Wire Transmission Only - 4 wire, 600 ohm or 900 ohm, open loop (continuously connected), RJ21X demarcation and handoff. C4/D1 conditioned circuit, with separate transmit and receive wire pairs. (NCI Codes: 04N02, 04DA2).

\*These products and features are no longer being offered to any customer, but will continue to be (N) supported for any customer who has the service.

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.1 Transmission Services (Cont'd.)

6.1.3 Digital Data Services\* (C)

Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

- 64 Kbps
- 56 Kbps
- 19.2 Kbps
- 9.6 Kbps
- 4.8 Kbps
- 2.4 Kbps

Digital Services provide a digital transmission channel capable of normally carrying digital data signals. The following service configurations are available:

- 6.1.3.1 Low Speed Data Service - Provides point-to-point, DDS - compatible full-duplex synchronous circuit operating at 2.4 Kbps, 4.8 Kbps, or 9.6 Kbps, with error correction. Supports all DDS control codes. Secondary channel is supported.
- 6.1.3.2 56 Kbps Data Service - Provides point-to-point, DDS-compatible full -duplex synchronous circuit operating at 56 Kbps. No error correction is provided. Supports all DDS control codes.
- 6.1.3.3 64 Kbps Data Service - Provides point-to-point, 64 Kbps clear channel for full-duplex synchronous data circuit. No error correction or in-band control codes are supported.

\*These products and features are no longer being offered to any customer, but will continue to be supported for any customer who has the service. (N)  
(N)

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Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.1 Transmission Services (Cont'd.)

6.1.4 Video Transmission Service\* (C)

A channel for the transmission of a standard 525 line/60 field monochrome or National Television System Committee color video signal and one or two associated 5 or 15 kHz audio signals. The bandwidth for a Video channel is either 30 Hz to 4.5 MHz or 30 Hz to 6.6 MHz.

6.1.5 Cablevision LIFT (LAN Interconnect Fiber Transport) Service\* (C)

A LAN based service connecting one or more Customer locations (ports) at native LAN speeds of 10 mb or 16 mb.

6.1.6 All transmission services are provided for a minimum service period of 12 months.

\*These products and features are no longer being offered to any customer, but will continue to be supported for any customer who has the service. (N)

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## COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)6.2 Switched Network Services\* (C)

Switched Network Services consist of the provision of switching and transmission facilities to permit Customers to originate and terminate calls to and from points located within the State of New York, as well as ancillary services that facilitate the use or expand the capabilities of switched services. The Company may provide these services over its own facilities, by resale of services provided by other telephone companies, or by a combination of these methods.

The Company will provide free of charge the ability to block audiotex and mass announcement-type services (e.g., 900, 976, 540, 550 etc.) at the time the service is ordered unless otherwise specified by the Customer.

6.2.1. Dedicated Connection

Customers may connect their premises and equipment directly to the Company's switching network at the locations designated in Section 7.2.7 over dedicated transmission facilities owned by the Customer or obtained from The Company or another vendor of such facilities. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service 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. The charges or costs for such access facilities are not reflected in this tariff and are the responsibility of the Customer. A Customer may choose to utilize the Company's Transmission services described in Section 7.1. Dedicated connections are provided through network access ports which are available at the DSO (individual voice grade) and DS1 (24 voice grade) and DS3 (672 voice grade) channel levels. Each station connected on a dedicated basis has the option to purchase the following features:

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\*\* (Cont'd.) (C)

6.2.1. Dedicated Connection (Cont'd.)

- |                        |                         |
|------------------------|-------------------------|
| Call Back/Camp on      | Call Park               |
| Call Hold Call Waiting |                         |
| Call Transfer          | Call Pickup             |
| Do Not Disturb         | Call Forwarding Station |
| Last Number Redial     | Speed Calling System    |
| Conference             | Speed Calling Station   |
| Call Forwarding System |                         |
| Caller ID*             |                         |
| Six Way Conferencing   |                         |
| Call Blocking*         |                         |

In addition, each station connected on a DS-0 or DS-1 dedicated arrangement is provided with "hunting" capabilities.

6.2.1.1 Enhanced Dedicated Connection Service

For an additional charge per line, trunk or DS-1, Customers can have access to four or five digit dialing between the Customers' own multiple locations.

6.2.1.2 Removal of Call Blocking \*

Blocking Service or a telephonic block can only be removed pursuant to a written request by the Customer of record, or the Customer of record providing the correct password over the telephone, or by a request made in person by such Customer. The Customer of record can provide a personal password to use to remove blocking service at the time blocking service is established.

\* By the New York Public Service Commission's Order, released April 18, 2003 in Case 03-C-0171, the Company is required to unblock Caller ID on all 311-dialed calls originating in New York City for the Customer's safety.

\*\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.1. Dedicated Connection (Cont'd.)

6.2.1.3 Call Re-Direct DID Service

Call Re-Direct DID is a feature for Customers with Direct Inward Dialing (DID) Service on ISDN-PRI, Lightlink, and Direct Inward Dialed Trunks. It is a disaster recovery solution to be used when calls cannot be delivered to a Customer's location due to the failure of network facilities or the Customer's PBX. The Company will redirect calls that are destined to the Customer's most critical DID telephone numbers (up to a maximum of ten (10) numbers). The Company, upon notification of the failure, will temporarily redirect calls to the specified DID numbers. The ten (10) designated DID numbers will have access to a maximum of ninety-nine (99) talk paths to redirect the calls from the DID numbers to the alternate location. The targeted number must have a sufficient number of lines or trunks to support the anticipated call volume.

Once the feature is activated the Customer will be billed for calls to the critical numbers that terminate at the Customer's alternate location. If the alternate location is within the 132 LATA, local or regional calls will be billed at the subscriber's calling plan in effect at that time. If the alternate location is outside the 132 LATA, long distance calls will be temporarily sent to the Company as the Customer's Presubscribed Interexchange Carrier (PIC) long distance carrier. Calls to the DID numbers that are not being redirected will receive a fast busy signal.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.3 IntraLATA Calling: Lightpath Regional Calling Service

This service provides dedicated or switched Network Service Customers with the ability to originate calls to all other stations on the public switched network located in the New York Metropolitan LATA (LATA 132). Dedicated connection Customers may also receive calls from all other stations on the public switched network.

6.2.3.1 Regions

Each Lightpath Regional Calling Service call is rated and billed according to the regions in which the call originates and terminates. The New York Metro LATA is divided into the New York City, Nassau, Western Suffolk, Eastern Suffolk, Lower Westchester, Upper Westchester, and Rockland Regions. The exact boundaries of these Regions shall be defined and determined as set forth in Verizon Tariff P.S.C. No. 2 --Telephone, in force and effect from time to time.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)  
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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.3 IntraLATA Calling: Lightpath Regional Calling Service (Cont'd.)

6.2.3.2 Home Region Calling

A Home Region Call is a call which originates and terminates in the same region within the New York Metro LATA. Home Region Calling Service enables a Customer or User to originate Home Region Calls over the Customer's Company-provided dedicated connection ports.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.3 IntraLATA Calling: Lightpath Regional Calling Service (Cont'd.)

6.2.3.4 Lightpath Advantage Local and Regional Calling Plans

Lightpath Advantage provides a local and regional calling plan for calls placed in New local and regional calling areas. Local calls may be defined as calls made within a Customer's "home" region. Regional, or toll calls, may be defined as calls made outside a Customer's "home" region, but within its LATA.

The same rate applies twenty-four (24) hours a day, seven (7) days a week.

6.2.4 Intrastate InterLATA Calling Service

This service provides dedicated or switched Network Service Customers with the switched network located in a LATA within the State of New York other than the New York Metropolitan LATA 132.

6.2.5 Business Line

Business Line service offers a switched network facility that provides incoming or outgoing calls, which interfaces with Customer premises equipment.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.5 Business Line (Cont'd.)

6.2.5.1 Optional Features

6.2.5.1.1. Basic Feature Package

Call Forwarding

Allows all calls to be forwarded to a number of the user's choice.

Call Waiting

Enables an individual to receive an audible tone, which indicates an incoming call is waiting if the called line is busy.

Three Way Calling

Allows a line user to establish a conference call with two other parties.

6.2.5.1.2 Premium Feature Package

Basic Feature Package plus:

Call Return

Automatically returns the last incoming call, whether it was answered or not, except (where technology is available) when the incoming caller uses per call blocking or per line blocking.

Speed Calling

Allows a line user to dial up to six (6) selected numbers by using fewer digits than normally required.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.5 Business Line (Cont'd.)

6.2.5.1 Optional Features (Cont'd.)

6.2.5.1.2 Premium Feature Package (Cont'd.)

Unidentified Call Rejection

Gives the called party the ability to automatically reject calls if the calling number has been marked private.

6.2.5.1.3 Individual Features

Caller ID

Delivers to the Business Line the calling party's telephone number. (The Customer must provide the station equipment to display the number.)

Caller ID with Name Delivery

Delivers to the Business Line the calling party's name and number. (The Customer must provide the station equipment to display the name and number.)

Remote Access to Call Forwarding

Allows a user at a remote location to activate/deactivate the call forwarding feature on a Business Line.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Previously deleted

6.2.7.1 General

Centrex is a switched service that directs calls for Customers through software and hardware located in the Company's Central Office. A part of the switching service is reserved for each Customer who subscribes to Centrex. This allows Customers to use Centrex's sophisticated capabilities without installing a telephone system at their location. Each Centrex user has his own telephone number to receive calls from and make calls outside his own system.

The features offered with Centrex Service allow Customers to design their a system (minimum ten (10) lines) on a line-by-line basis to meet the needs of their business. The only hardware a Customer must purchase is the telephones for their employees.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Centrex Service (Cont'd.)

6.2.7.2 Features

Centrex Service is a feature rich system. Listed below are the standard features that are included in the basic monthly rental. The optional features are offered at an additional cost.

6.2.7.2.1 Standard Features

Automatic Call Back Calling  
Automatic Recall  
Billable Calls Itemized (AIOD)  
Call Forwarding  
- Busy  
- Don't Answer  
- Variable  
Call Hold  
Call Pick-Up  
Call Transfer  
Call Waiting - Incoming  
Consultation Hold  
Direct Inward Dialing  
Direct Outward Dialing  
Distinctive Call Ringing  
Hunting  
Intercept  
Line Restrictions  
Speed Calling (30 number list)  
Station to Station Calling  
Three Way Conference Calling  
Touch Tone

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Centrex Service (Cont'd.)

6.2.7.2 Features (Cont'd.)

6.2.7.2.2 Optional Features

Line Related Features

Call Park

Calling Name Display

Calling Number Display

Directed Call Pick Up

-With Barge In

-Without Barge In

Executive Busy Override

Hot Line

Last Number Redial

Unidentified Call Rejection

System Related Features

Authorization Codes

Call Forwarding Remote Access

Customer Rearrangement Service (CRS)

Loudspeaker Paging Access

Music on Hold Access

Six-Way Party Conference

Station Message Detail Recording (SMDR)

Tie Line Access

Uniform Call Distribution

Uniform Numbering Plan

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Centrex Service (Cont'd.)

6.2.7.2 Features (Cont'd.)

6.2.7.2.2 Optional Features (Cont'd.)

Attendant Related Features

The following features are available for use with a compatible data link console.

Attendant Access to Paging	Night Service
Attendant Conference	Position Busy
Attendant Speed Calling	Traffic Measurements
Interposition Calling	Uniform Call
Distribution from Queue	

Common Attendant Features

Attendant Autodial	Call Park Recall Timer
Attendant Camp-On	Call Selection
Attendant Transfer	Call Splitting
Automatic Recall	Console Release
Busy Verification of Station Lines	Console Test
Busy Verification of Trunks	Do-Not-Disturb

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Centrex Service (Cont'd.)

6.2.7.2 Features (Cont'd.)

6.2.7.2.2 Optional Features (Cont'd.)

ISDN Telephone Service Features

Add On Module

Automatic Line

Basic ISDN Service

Call Arrangements

Automatic Answer Back

Call Forwarding on Secondary Number

Feature Access

Multiple Appearance of Centrex Lines

Multiple Call Arrangement

Single Call Arrangement

Privacy Release

Calling Name Display

Calling Number Display

Display Features

Group Intercom

Intercom

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Centrex Service (Cont'd.)

6.2.7.3 Feature Definitions

The following are the Centrex feature definitions listed in alphabetical order:

Automatic Call Back Calling - Allows a Centrex line user calling a busy Centrex line within the Centrex system to be automatically connected to the called line when the line becomes idle.

Automatic Recall - Allows a Centrex line user to automatically redial their last incoming call without actually knowing that number.

Attendant Related Features - Allows the Customer to have an attendant or operator to use a specialized telephone set (provided by the Customer) to answer incoming calls to the main listed number and send those calls to the proper extension. Centrex offers the following attendant features:

Attendant Access to Paging  
Attendant Auto Dial  
Attendant Camp-On  
Attendant Conference  
Attendant Speed Calling  
Attendant Transfer  
Automatic Recall  
Busy Verification of Station Lines  
Busy Verification of Trunks  
Call Park Recall Timer  
Call Selection  
Call Splitting  
Console Release

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Centrex Service (Cont'd.)

6.2.7.3 Feature Definitions (Cont'd.)

Attendant Related Features (Cont'd.)

Console Test  
Do-Not-Disturb  
Interposition Calling  
Night Service  
Position Busy  
Traffic Measurements  
Uniform Call Distribution from Queue

Authorization Codes - An Authorization Code is assigned to an individual user, rather than their telephone number. When the user dials the authorization code from a telephone other than their own before placing a call, it will assign that user's calling privileges to the telephone for that call.

Billable Calls Itemized (AIOD) - Provides for recording and identifying of the Company billed outward direct dialed and operator assisted long distance calls on a per line basis.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Centrex Service (Cont'd.)

6.2.7.3 Feature Definitions (Cont'd.)

Call Forwarding:

Busy - Allows a call to be forwarded inside the Centrex System to a preselected number when the line is busy.

Don't Answer - Allows a call to be forwarded inside the Centrex System to a preselected number when the terminating station line is not answered within a Customer-selected prescribed time.

Variable - Allows all calls to be forwarded to a number of the user's choice either inside or outside the Centrex System.

Call Forwarding Remote Access - Allows a user to activate or deactivate Call Forwarding Variable from any telephone inside or outside the system.

Call Hold - Allows a station with a standard analog set to hold one active call indefinitely provided neither party goes off hook.

Call Park - Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pick-Up - Enables a line within a Centrex system pick-up group to answer incoming calls to another line within the pick-up group by dialing a code.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Centrex Service (Cont'd.)

6.2.7.3 Feature Definitions (Cont'd.)

Call Transfer - Allows a line user to transfer any established call to another line inside or outside the Centrex system.

Call Waiting - Enables an individual to receive an audible tone, which indicates an incoming call is waiting from either inside or outside the Centrex system, if the called line is busy.

Calling Name Display - Provides for the display of the calling party's name on suitably equipped Customer-provided station equipment at the terminating end. This feature will be offered on intra-group (intercom) calls only.

Calling Number Display - Displays the telephone number of incoming callers on a special display telephone or call display unit.

Consultation Hold - This is used in two different situations: to answer call waiting calls and to make three-way calls. By depressing the switch hook when a call is in progress, the call is placed on hold temporarily. The user can either answer a second incoming call or place a call.

Customer Rearrangement Service - Allows the Customer to access an administration position associated within a Customer group. It permits station and feature rearrangements.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Centrex Service (Cont'd.)

6.2.7.3 Feature Definitions (Cont'd.)

Direct Inward Dialing - Allows incoming calls from the local exchange and long distance network to reach an individual line or group of lines in the system without the assistance of an attendant.

Direct Outward Dialing - Permits lines of the system to gain access to the local exchange and long distance network without the assistance of an attendant, by dialing an access code (usually "9").

Directed Call Pick Up

- With Barge In permits a station line user to answer a call that is ringing any other line within the same Customer group. If the called station line has already been answered, the initiating station line may barge-in to the answered call and be connected into a three-way call.
- Without Barge In permits a station line user to answer a call that is ringing any other line within the same Customer group. If the called station line has already been answered, the initiating station line will be connected to a reorder tone.

Distinctive Call Ringing - Provides a unique ringing to allow the user to distinguish between intragroup and DID calls.

Executive Busy Override - Allows a station line user to bridge into a busy station line connection, preceded by a burst of alerting tone.

Hot Line - Provides automatic placement of a call to a predetermined Centrex line within the Centrex system when a station line goes off-hook.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Centrex Service (Cont'd.)

6.2.7.3 Feature Definitions (Cont'd.)

Hunting - Permits the routing of calls to an idle line in a pre-arranged group when the called line is busy.

Intercept - Forwards incoming exchange calls made to a non-working Centrex line to an announcement.

ISDN Telephone Service Features - Offers features for ISDN telephone sets (provided by the Customer) that offer multiple call appearances and feature buttons for accessing switching system resources.

Add On Module

Automatic Line

Basic ISDN Service including:

Automatic Answer Back

Call Forwarding on a Secondary Number

Critical Call Hold

Call Arrangements

Automatic Answer Back

Call Forwarding on Secondary Number

Feature Access

Multiple Appearance of Centrex Lines

Multiple Call Arrangement

Single Call Arrangement

Privacy Release

Calling Name Display

Calling Number Display

Display Features

Group Intercom

Intercom

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.)

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6.2.7 Centrex Service (Cont'd.)

6.2.7.3 Feature Definitions (Cont'd.)

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

Line Restrictions - Provides the capability to allow or deny individual station line features. The restrictions can be arranged to control all calls originating or terminating on station lines or tie trunks.

Loudspeaker Paging Access - Allows stations and attendants to access Customer-provided loudspeaker paging equipment to summon a particular person, using speakers located through the Customer's premises.

Music On Hold - Provides a system wide music on hold capability. All calls placed on hold will be connected to a Customer-provided music source.

Six Party Conference - Allows the Centrex line user to call up to five (5) other parties after dialing an access code and add them together to make a six-way call.

Speed Calling (30 number list) - Allows a Centrex line user to dial up to thirty (30) selected numbers by using fewer digits than normally required.

Station Message Detail Recording (SMDR) - Provides a record of the calls originated by station line users.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Centrex Service (Cont'd.)

6.2.7.3 Feature Definitions (Cont'd.)

Station-To-Station Calling - Allows Centrex users to directly dial other lines, within the system, by using abbreviated dialing (normally four (4) digits).

Three Way Conference Calling - Allows a line user to establish a conference call with two (2) other parties, internal or external.

Tie Line Access - Allows a Centrex user to gain access to tie lines.

Touch Tone - Provides for the origination of calls by means of instruments equipped for tone-type address signaling over special central office facilities.

Uniform Call Distribution (UCD) - Allows for an even distribution of incoming calls over a group of stations called a UCD group. When all the answering agents are busy, the incoming calls are queued and the callers receive an audible ringback. When the delay interval exceeds the Customer delay threshold, a recorded announcement advising of the delay may be provided.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.7 Centrex Service (Cont'd.)

6.2.7.3 Feature Definitions (Cont'd.)

Unidentified Call Rejection (UCR) - Gives the called party the ability to automatically reject calls if the calling number has been marked private. The user, therefore, only receives calls for which the identity of the calling party is available. This feature discourages the use of the privacy feature (which displays calls as private to those having the Caller ID feature) by not allowing calls to complete to the called party if UCR is active.

Uniform Numbering Plan - This enables a multi-location Centrex Customer to have a uniform numbering plan among the station lines located at a Customer's various locations.

6.2.8 Foreign Exchange Service

FX Service allows a Customer to obtain Home Region Calling Service in a central office other than the central office which normally serves the Customer's location within the New York Metropolitan LATA.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.)

6.2.9 Lightlink Service

Lightlink Service provides digital connectivity from a Customer's digital PBX network termination to the switched network, using a 1.544 mbps direct interface between a digital central office switch and a digital PBX. Lightlink Service provides Direct Inward Dialing and Direct Outward Dialing.

6.2.10 Integrated Services Digital Network (ISDN) Services

ISDN Service is a switched digital service that operates at transmission speeds up to 1.544 megabits per second (mbs) to support integrated voice and data services, including compressed video applications.

6.2.10.1 Primary Rate Interface

Primary Rate Interface (PRI) is a digital service that operates at transmission speeds up to 1.544 mbs and consist of twenty-three (23) bearer (B) channels of 64 Kbps each and one data (D) channel of 64 Kbps each.

(a) Caller ID

This feature delivers the calling party's telephone number, if available, to the ISDN-PRI Service Customer. The number will be delivered if the call originates either in the same Company 5 ESS switch or is connected to the Company 5 ESS switch by Signaling System 7.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.10 Integrated Services Digital Network (ISDN) Services (Cont'd.)

6.2.10.1 Primary Rate Interface (Cont'd.)

(b) Caller ID with Name Delivery

This feature allows the Customer to receive the name and number of the calling party at a PBX/station equipped with a Customer provided display.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.10 Integrated Services Digital Network (ISDN) Services (Cont'd.)

6.2.10.2 Basic Rate Interface

Basic Rate Interface (BRI) is offered as a supplement to all of the Company's Local and Regional Calling Services. BRI service allows for the integration of voice and non-voice (data) on a single telephone access line. BRI service consists of a digital line which provides digital termination capabilities to the Customer's premises and allows for the simultaneous transmission of voice and data traffic. Both basic service capabilities and optional features are available. The voice usage charges generated by using BRI service will be identified and charged in accordance with the associated Local and Regional Call service with which BRI service is used.

6.2.10.2.1 Digital Service Line

Provides the digital Central Office termination that has the potential to support digital transmission of voice and data to the Customer's premises. This service element is required for subscribers to any of the BRI basic service capabilities or optional features.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.10 Integrated Services Digital Network (ISDN) Services (Cont'd.)

6.2.10.2 Basic Rate Interface (Cont'd.)

6.2.10.2.2 Basic Service Capabilities

Basic voice and data capabilities can be combined on a single access line. Basic Service Capabilities are assigned to one or more terminals on an access line. The access line provides a combination of two B channels and one D channel. Each B channel is capable of transmitting up to 64 Kbps for Circuit Switched Voice and Circuit Switched Data. The D channel is a 16 Kbps channel and is used for signaling as well as transmission of packet switched data at speeds up to 9.6 Kbps.

6.2.11 IntraLATA Calling: Lightwats

Lightwats is a Regional Calling Service that is billed at a consistent per minute rate 24 hours per day, 7 days per week, including holidays, for all non-Home Region calls in the New York Metropolitan LATA. This service provides dedicated or dial-up connection Customers with the ability to originate calls to other stations on the public switched network located in the New York Metropolitan LATA (LATA 132).

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.12 Lightpath Calling Cards

Lightpath Calling Cards are offered both domestically and internationally. Users dial a Toll Free Number, enter the ten digit calling card number followed by a four (4) digit PIN number, and then area code and phone number desired. All calls are billed in one (1) minute increments.

6.2.13 Lightpath Voice Mail Service

Voice Mail Service provides a Customer with a voice mailbox and the ability to have inbound calls forwarded to this voice mail box when the corresponding line is in use or unanswered. Voice Mail affords the Customer the capability to receive, send, store, forward, replay, erase and retrieve voice messages from a mailbox.

Voice Mail features include:

- (A) Forty (40) message maximum capacity.
- (B) One (1) minute maximum message length.
- (C) Thirty (30) day message storage.
- (D) Message notification: stutter dialtone.
- (E) Messages date and time stamped.
- (F) Calling review. Caller has ability to review message, change it or flag as "urgent."
- (G) Message access from any other touch-tone phone.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.13 Lightpath Voice Mail Service (Cont'd.)

6.2.13.1 Voice Mail Optional Features

(A) Basic Business Mailbox

The Basic Business Mailbox provides the telephone user automatic twenty-four (24) hour, seven (7) day telephone answering service when he or she is on the line or unable to answer a call. Calls to a Business Line or Centrex line are forwarded to voice messaging service equipment located in the Company's Central Office. When callers are forwarded to the voice messaging service, they hear a series of prompts in a system voice or the subscriber's own voice with instructions on leaving a message. Mailbox users can access their messages at any time. Waiting messages are indicated by a stutter dial tone or a message-waiting light (on certain telephones).

(B) Business Extended Mailbox

The Business Extended Mailbox is a value-added extension of the Basic Business Mailbox and is intended for small offices. The Business Extended Mailbox allows three employees to share the same mailbox on a single Business Line or Centrex line without the problems of hearing or deleting any other member's messages. The caller gets through to the master mailbox and is greeted with a general outgoing message and told to "press 1 for Mr. Smith, 2 for Mr. Jones and 3 for Mr. Roberts." Upon pressing 3 the caller hears Mr. Roberts' personal greeting and can leave a message for his ears only. Each employee can personalize his or her own sub-mailbox and it is absolutely secure.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.13 Lightpath Voice Mail Service (Cont'd.)

6.2.13.1 Voice Mail Optional Features (Cont'd.)

(C) Auto Attendant

Auto Attendant is designed to automatically answer and greet callers with a general greeting. It will inform the callers of their selection of options and transfer callers to a destination they choose:

- A direct extension
- An information mailbox
- An attendant
- Another Auto Attendant

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.15 Switched Toll Free Service

Switched Toll Free Service is a domestic, inbound telephone service that completes both intrastate and interstate calls with one 800, 866, 877 or 888 number using existing, switched telephone lines.

6.2.15.1 Toll Free Features

- (A) Toll Free Area Code Routing: Enables the distribution of calls based on domestic area codes.
- (B) Toll Free Exchange Routing: Enables the distribution of calls based on domestic NXX exchanges.

\*These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)  
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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.2 Switched Network Services\* (Cont'd.) (C)

6.2.15 Switched Toll Free Services (Cont'd.)

6.2.15.1 Toll Free Features (Cont'd.)

- (C) Toll Free Time Manager: Enables calls to be routed differently during designated time intervals throughout the day.
- (D) Toll Free Day Manager: Enables calls to be routed differently based on designated days of the week.
- (E) Toll Free Blocking: Permits calls to be blocked from designated area codes and NXX exchanges.
- (F) Toll Free Quick Call Allocator: Permits calls to be apportioned to two or more answering locations based on selected distribution percentages.
- (G) Toll Free Call Prompter: A network announcement feature that directs the caller to input digits that will route the call to the appropriate answering location.
- (H) Toll Free Select Routing: Permits the storage of up to six (6) alternate routing plans per toll free number for future use.

6.2.16 Switched Digital Services

Switched Digital Service supports video conferencing, international fax, as well as any other switched 64 digital needs. Switched Digital Service rates are billed with a thirty (30) second minimum and six second increments.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.3 Special Construction Services

6.3.1 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.

6.3.2 Special construction is that construction which is undertaken for one or more of the following reasons:

- (a) where facilities are not presently available and there is no other requirement for the facilities so constructed.
- (b) where the facilities so constructed are of a type other than that which the Company would normally utilize in the furnishing of its services.
- (c) where the facilities so constructed are over a route other than that which the Company would normally utilize in the furnishing of its services.
- (d) where the quantity of facilities requested by the Customer is greater than that which the Company would normally construct.
- (e) where the Customer requests that the facilities be constructed on an expedited basis or in advance of when the facilities would otherwise be constructed.
- (f) where the facilities are provided on a temporary basis pending the availability of permanent facilities.
- (g) where the construction requested involves abnormal costs.

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Cablevision Lightpath, Inc.  
One Media Crossways  
Woodbury, NY 11797



COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.4 Individual Case Basis Arrangements

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

6.4.2 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 Commission if required.

6.4.3 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.

6.5 Asynchronous Transport Mode (ATM) Cell Relay Service\* (C)

6.5.1 General

ATM Cell Relay Service is a transport and switching service that provides high speed connectivity to widely distributed locations. ATM is a fast packet, cell-based technology that can support user applications that require high bandwidth, high performance transport and switching. The connectivity between locations is provided via Permanent Virtual Circuits (PVCs), which are implemented over access facilities and switches that are dedicated to high speed telecommunications services.

ATM allows Customers who have requirements for high speed, inter-premise connectivity to connect their multiple locations via a subscriber User Network Interface (UNI) from the Customer's premises to a Company hub or serving wire center.

\* These products and features are available to any customer in its existing location (N)  
whose original transmission services were installed prior to 12/31/04. (N)

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.5 Asynchronous Transport Mode (ATM) Cell Relay Service\* (Cont'd.) (C)

6.5.2 Regulations

6.5.2.1 Definition of Terms

(A) User Network Interface (UNI)

User Network Interface (UNI) is a dedicated digital line that provides a connection from the Customer location to a Company Hub or serving wire center. The effective maximum data rate for these digital lines are either DS-3 (45 Mbps), OC-3 (155 Mbps), or OC-12 (622 Mbps).

Each UNI must have at least one Permanent Virtual Circuit (PVC). Customers may order multiple PVCs to any one location. This feature is established over the UNI through address mapping, which allows the Customer to have virtual connections to various locations.

(B) Permanent Virtual Connection (PVC)

The PVC is a ATM Cell Relay Service element used to provide a virtual connection between two Customer locations. The PVC defines a path across the UNI between Customer locations and the Company's ATM switch. Each UNI must have at least one PVC. To complete a connection between two Customer locations two UNIs and at least two PVCs are required.

(C) Virtual Channel Connection (VCC)

The Virtual Channel Connection is a type of PVC with its own identifier a Virtual Channel Identifier (VCI). The service parameters are provisioned via the service order, and cannot be changed by the Customer without an additional service order.

\* These products and features are available to any customer in its existing location (N)  
whose original transmission services were installed prior to 12/31/04. (N)

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.5 Asynchronous Transport Mode (ATM) Cell Relay Service\* (Cont'd.) (C)

6.5.2 Regulations (Cont'd.)

6.5.2.1 Definition of Terms (Cont'd.)

(D) Virtual Path Connection (VPC)

The Virtual Path Connection is a type of PVC with defined service parameters that are provisioned from a service order. The VPC bundles all traffic heading to the same location. The VPC has an identifier known as the VPI (Virtual Path Identifier).

6.5.3 Traffic Descriptors

(A) Constant Bit Rate (CBR)

Constant Bit Rate is a steady flow of user data required to support applications where variable delays in transmission would negatively impact the information content. Examples of applications requiring CBR are voice, and some video applications.

(B) VBR (Variable Bit Rate)

Variable Bit Rate is a flow of information that is bursty, and does not flow at a constant rate. Examples of an application using VBR is Local Area Network (LAN) traffic.

- There are two classes of VBR:
  - VBR rt- VBR real time- which is a higher flow of information.
  - VBRnrt- VBR not real time- is a slower flow of information. (N)

\* These products and features are available to any customer in its existing location (N)  
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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.5 Asynchronous Transport Mode (ATM) Cell Relay Service\* (Cont'd.) (C)

6.5.3 Traffic Descriptors (Cont'd.)

(C) UBR (Unspecified Bit Rate)

Unspecified Bit Rate is the lowest priority class, it is allowed to only use the remaining bandwidth. UBR does not have a guaranteed flow of information.

6.5.4 Peak Cell Rate (PCR)

Peak Cell Rate is the highest available rate of information available on a VBR Connection, and the continuous cell rate allowed for CBR. Cells that exceed the sustained cell rate and below the peak cell rate will be limited to the maximum burst size.

6.5.5 Maximum Burst Size (MBS)

Maximum Burst Size is the maximum number of cells that are able to be passed to the service providers network in a single at a rate that exceeds the SCR, and does not exceed the PCR assigned to the VBR connection. Cells exceeding the MBS will be flagged and discarded.

6.5.6 Synchronous Optical Network (SONET)

Synchronous Optical Network is a standard based fiber optic communication network that transports both asynchronous and synchronous digital signals using the Synchronous Transport Signal (STS) format. DS-3, OC-3 and OC-12 interfaces, both electrical and optical are supported and defined in American National Standard, ANSI T1.105-1991 and Bellcore Documents TR-NWT-00253 and TA-NWT-001374 with an alternate, not diverse route.

\* These products and features are available to any customer in its existing location (N)  
whose original transmission services were installed prior to 12/31/04. (N)

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.5 Asynchronous Transport Mode (ATM) Cell Relay Service\* (Cont'd.) (C)

6.5.7 Sustained Cell Rate (SCR)

Sustained Cell Rate is the maximum rate at which VBR cells may constantly be transmitted with an assurance that no cells will be discarded. Cells transmitted within the SCR have the highest priority of the VBR traffic, and will not be tagged as eligible for discard.

6.5.8 Provision Of Service

ATM service will consist of:

One UNI from Customer's location to the Central Office based cell relay switch with maximum capacity for either T1 (1.536), DS-3 (45 Mbps), OC-3 (155 Mbps), or OC-12 (622 Mbps). Both the OC-3 and the OC-12 UNI is available provisioned over SONET facilities that provide a survivable service that automatically switches to an alternate (not diverse) path in the event the primary has a failure.

An initial quantity of VBR bandwidth for use by the Customer within the UNI. The initial quantity of bandwidth will be 1.536 T1, 10 Mbps for a DS-3 UNI, 50 Mbps for an OC-3, and 175 for OC-12c UNI.

At least one (1) PVC must to be purchased per UNI.

6.5.9 Service Functionality

ATM Service transports ATM Cells of information from one UNI to another UNI within a LATA. Each Cell Relay Cell is delivered unchanged from the source to the destination.

6.5.10 Availability of Service

ATM Cell Relay service is limited only where facilities are available. There are one (1) year, three (3) year, and five (5) year terms. Month-to-Month terms are not available. An Early Termination Charge as provided in Section 6.11 may apply. (N)

\* These products and features are available to any customer in its existing location (N)  
whose original transmission services were installed prior to 12/31/04. (N)

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.5 Asynchronous Transport Mode (ATM) Cell Relay Service\* (Cont'd.) (C)

6.5.11 Connections

Customer premise equipment will be provided by the Customer and must meet the following interface requirements:

- Customer shall provide compatible equipment (routers, access concentrators, ATM switches, etc.) in accordance with interface specifications defined in the ATM Forum UNI 3.0 or 3.1 specifications for Permanent Virtual Connections.
- Company's responsibility will be limited to providing communication facilities and switches suitable for the digital User Network Interface.
- Company is not responsible for the installation, operation and/or maintenance of any equipment supplied by the Customer.
- Customer provided equipment must be capable of receiving clock and recovering clock from the network.

6.5.12 Administrative Charge

An ATM Administrative Charge will be applied, whenever a change is made to the Customer's network map at the Customer's request. Changes are defined as necessary rearrangements such as, adds, deletes, or a rearrangement of the configuration of the existing network map. An ATM Administrative Charge also applies for Customer-requested changes to the bandwidth capacity of existing circuits both upgrades and downgrades, the non-recurring service charge associated with this new service level applies.

\* These products and features are available to any customer in its existing location (N)  
whose original transmission services were installed prior to 12/31/04. (N)

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.6 Frame Relay Service\* (C)

6.6.1 General

Frame Relay Service (FRS) is a data communication service that provides data connectivity between multiple locations. The connection is provided by Permanent Virtual Circuit (PVC) connections implemented over access facilities using a switch dedicated to high speed data services.

6.6.2 Regulations

Frame Relay Service will allow Customers who have requirements for high speed, multi-location connectivity, within a LATA, via an UNI Port with an access line connection from the Customer's location to the Company's hub or serving wire center.

6.6.2.1 Explanation of Terms

The UNI is a standard interface that is used to connect the end user to the Company's Frame Relay network. It receives the data from the Customer's Local Area Network (LAN) or other Customer provided equipment (CPE) devices and verifies that the identifying address (Data Link Connection Identifier) is valid prior to relaying the Frame to its destination. The DLCI (Data Link Connection Identifier) is a term defining the 10 bit field of the address field, and identifies data links and service parameters. UNI Port with an Access Line Connection – Dedicated Digital Line, using the Frame Relay User to Network Interface (UNI) standards, that provides a connection from the Customer's premise to the Company hub or serving wire center. The data rate of this digital line ranges from 64K to DS-3.

The PVC is a virtual connection between two (2) Customer locations that must be associated with at least one (1) Frame Relay Port, which can support multiple PVCs. Additional PVCs can be provisioned over the UNI by address mapping, which allows the Customer to have virtual connections to multiple locations.

\* These products and features are available to any customer in its existing location (N)  
whose original transmission services were installed prior to 12/31/04. (N)

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.6 Frame Relay Service\* (Cont'd.)

(C)

6.6.3 Provision of Service

Frame Relay Service will consist of:

- a. UNI Port
- b. Access Line
- c. CIR based PVCs
- d. Customer network topology-initial Customer address map

The basic FRS consists of transporting, within a LATA or InterLATA Frame Relay data units from one UNI to one (1) or more UNI. Each Frame Relay data packet is delivered unchanged from the source to the destination.

6.6.4 Availability of Service

Frame Relay Service is limited to LATAs where suitable facilities are available. There are one (1) year, three (3) year, and five (5) year terms. Month-to-Month terms are not available. An Early Termination Charge as provided in Section 6.11 may apply.

6.6.5 Connections

Customer premise equipment must meet the following requirements:

- Customer shall provide compatible equipment (routers, DSUs, CSUs, etc.) with interface specifications necessary to connect with Company equipment.
- Company's responsibility will be limited to the furnishing of data communication facilities suitable for the digital Frame Relay UNI for provisioning the Frame Relay UNI to Customers' location network interface.
- Company is not responsible for the installation, operation or maintenance of any equipment provided by Customer.
- Customer is responsible for provisioning the inside wire from the network interface to the Frame Relay compatible equipment.

\* These products and features are available to any customer in its existing location (N)  
whose original transmission services were installed prior to 12/31/04. (N)

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.6 Frame Relay Service\* (Cont'd.) (C)

6.6.6 Administrative Charge

An FRS Administrative Charge will be applied whenever a change is made to the Customer's network map at the Customer's request. Changes are defined as necessary rearrangements such as, adds, deletes, or a rearrangement of the configuration of the existing network map. The FRS Administrative Charge also applies for Customer-requested changes to the bandwidth capacity of existing circuits both upgrades and downgrades, the non-recurring service charge associated with this new service level applies.

\* These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)  
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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.7 Teleconference Services\*

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Teleconference Services allows up to 125 people to be bridged together, via a direct dial or Toll Free number, and a host and participant passcode.

6.7.1 Standard Features with all Teleconferencing Services – No additional charge

- (A) Automatic Port Expansion - Allows additional participants to join a conference call automatically without having to reserve extra ports as long as facilities are available.
- (B) Broadcast - Allows some conferees to speak while other conferees participate in listen-only mode.
- (C) Conference Call Extension and Duration - Automatically extends the length of conference call until the host terminates the call with no interruption to host or participants as long as facilities are available.
- (D) Conference Lock - Allows the host the capability to block any additional participants from joining the call.
- (E) Entry/Exit Tones - Allows the option of having tones when participants enter (two (2) tones) or exit (one (1) tone) the conference call.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.7 Teleconference Services\* (Cont'd.)

6.7.1 Standard Features with all Teleconferencing Services – No additional charge  
(Cont'd.)

- (F) Host Controlled Question and Answer (Q&A) - Allows participants to submit questions to the speakers. The controller determines when the conference call switches to Q&A mode and controls the retrieval of queued questions.
- (G) Host Profiles - Profiles may be developed on host users with their specific participant lists, accounting information and special instructions.
- (H) International Participants - Accommodates international participants.
- (I) Roll Call - The teleconference specialist announces the names of participants at the start of the conference call, at the request of the host (Operator Assisted).
- (J) Scheduling - Conference reservations can be made on demand or up to a maximum of one (1) year in the future.
- (K) Self Mute - Allows participants to self-mute their phones to block out extraneous noise in busy areas.
- (L) Standing Reservations - A regularly scheduled conference call may be kept on file by the teleconferencing specialist and automatically established at the time of day and day of week specified.
- (M) Teleconference Specialist Assistance - The participants of any type conference call have the ability to contact the teleconference specialist by pressing “#0.”

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.7 Teleconference Services\* (Cont'd.) (C)

6.7.2 Types of Teleconferencing Calls

- (A) Operator-Dialed Calls - The host calls the teleconference specialist to make a conference call reservation and gives the name and telephone number of each participant, the date and time of the call, as well as the expected duration of the conference call. The teleconference specialist would then call out to each participant.
- (B) Operator Assisted Toll Free Dial-In Calls - The host calls the teleconference specialist to make a conference call reservation and gives the date, time, number of participants and the expected duration of the call. The teleconference specialist supplies the host with a toll free conference number and security access code. When the call is made, the caller is asked to standby for the teleconference specialist. Once greeted by the teleconference specialist, the caller is asked for their name (as well as any other required information provided by the host) and then added to the call.
- (C) Operator Assisted Caller-Paid Dial-In Calls - The host calls the teleconference specialist to make a conference call reservation and gives the date, time, number of participants and the expected duration of the call. The teleconference specialist supplies the host with a ten-digit caller-paid number and security access code. When the call is made, the caller is asked to stand by for the teleconference specialist. Once greeted by the teleconference specialist, the caller is asked for their name (as well as any other required information provided by the host) and then added to the call.
- (D) Automated Toll Free Dial-In Calls - The host calls the teleconference specialist to make a conference call reservation and gives date, time, number of participants and the expected duration of the call. The teleconference specialist supplies the host with a toll free number and security access code.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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Bethpage, NY 11714-3581

COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.7 Teleconference Services\* (Cont'd.) (C)

6.7.2 Types of Teleconferencing Calls (Cont'd.)

- (E) Automated Caller-Paid Dial-In Calls - The host calls the teleconference specialist to make a conference call reservation and gives the date, time, number of participants and the expected duration of the call. The teleconference specialist supplies the host with a ten digit caller-paid number and security access code.
- (F) Automated Toll Free Dial-In Reservationless - The host has a predetermined toll free number that may be used by the host and participants at any time. There is no need for the host to call and make a reservation. It is "always on." There is one security access code for the host and one security access code for the participants.
- (G) Automated Caller-Paid Dial-In Reservationless - The host has a predetermined ten digit caller paid number that may be used by the host and participants at any time. There is no need for the host to call and make a reservation. It is "always on." There is one security access code for the host and one security access code for the participants.
- (H) Teleconference specialist assistance is available on all conference call types by depressing "#0."

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.8 Account Codes and Authorization Codes\* (C)

6.8.1 Account Code

Account Codes are an optional feature for Analog Trunks, Business Lines, Centrex Service and Lightlink Service (not ISDN-PRI Service), which allow a Customer to associate outgoing calls (local and long distance) to an Account Code number assigned to a specific employee, Customer, or project. Call detail information (the Automatic Message Accounting (AMA) or Message Detail Recording (MDR) record) is captured with each Account Code. This information (calls, minutes and cost) is associated with each Account Code and is provided as part of the monthly bill. This feature offers two (2) options: Selective Account Codes, which is designed to capture call data on certain calls and Forced Account Codes, which captures call data on all calls.

6.8.2 Authorization Code

Authorization Codes are an optional feature for Analog Trunks, Business Lines, Centrex Service, Lightlink Service, and ISDN-PRI Service. It allows a Customer to give certain employees the ability to override a restriction on a line or trunk and place a long distance call.

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\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.9 Optical Transport Services and Metro Ethernet Services

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6.9.1 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
- 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 - uninterrupter 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
- 802.3z - IEEE 1000 Mbps/1Gbps Ethernet Local Area Network interface

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6.9.2 Optical Transport Services

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6.9.2.1 Description

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

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.9 Optical Transport Services and Metro Ethernet Services (Cont'd.)

6.9.2 Optical Transport Services

6.9.2.2 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.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.9 Optical Transport Services and Metro Ethernet Services (Cont'd.)

6.9.2 Optical Transport Services (Cont'd.)

6.9.2.2 Optical Transport Service Wave Division Private Line Service  
(Cont'd.)

6.9.2.2.1 Available Private Line Services

Gigabit Ethernet:

GbE: 1.25 Gbps, 10 Gbps Clear Channel, 10 Gbps  
WAN PHY

SAN Application Sensitive Protocol:

ESCON, FICON, and Fibre Channel

SONET:

OC-48 and OC-192

Video:

SDI Video (270 Mbps)

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.9 Optical Transport Services and Metro Ethernet Services (Cont'd.)

6.9.3 Metro Ethernet Services

6.9.3.1 Metro E-Line Protection Plus Service

6.9.3.1.1 Description

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

6.9.3.1.2 Supported Services

Metro E-Line supports 10 Mbps, 20 Mbps, 50 Mbps and 100 Mbps (electrical handoff) bandwidth services (not available in carrier point of presence or carrier interconnection facility), and 150 Mbps and 300 Mbps (optical handoff) bandwidth services.

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

6.9.3.1.3 Enhanced Service Features

Jumbo frames (anything greater than 1518 byte frames) can be accommodated on 150 Mbps and 300 Mbps 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.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.9 Optical Transport Services and Metro Ethernet Services (Cont'd.)

6.9.3 Metro Ethernet Services (Cont'd.)

6.9.3.1 Metro E-Line Protection Plus Service (Cont'd.)

6.9.3.1.4 Metro 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).

6.9.3.2 Metro E-LAN Protection Plus Service

6.9.3.2.1 Description

Metro E-LAN Protection Plus 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.

6.9.3.2.2 Supported Services

Metro E-LAN supports 10 Mbps, 20 Mbps, 50 Mbps and 100 Mbps (electrical handoff) bandwidth services, and 150 Mbps, and 300 Mbps(optical handoff) bandwidth services.

Additional Network and Customer protection is available via ICB.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.9 Optical Transport Services and Metro Ethernet Services (Cont'd.)

6.9.3 Metro Ethernet Services (Cont'd.)

6.9.3.2 Metro E-LAN Protection Plus Service (Cont'd.)

6.9.3.2.3 Enhanced Service Features

Jumbo frames (anything greater than 1518 byte frames) can be accommodated on 150 Mbps and 300 Mbps Metro 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.

6.9.3.2.4 Metro 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.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.9 Optical Transport Services and Metro Ethernet Services (Cont'd.)

6.9.4 Availability, Restrictions, and Limitations for Optical Transport Services and Metro Ethernet Services

6.9.4.1 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.

6.9.4.2 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.

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

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.9 Optical Transport Services and Metro Ethernet Services (Cont'd.)

6.9.4 Availability, Restrictions, and Limitations for Optical Transport Services and Metro Ethernet Services (Cont'd.)

6.9.4.4 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.

6.9.4.5 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).

6.9.4.6 Cancellation. Cancellation of Service in whole or in part by the Customer prior to the establishment of 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, with the exception of a New Build under which all out of pocket expenses apply as set forth in Section 6.16.

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

6.9.4.8 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.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.9 Optical Transport Services and Metro Ethernet Services (Cont'd.)

6.9.4 Availability, Restrictions, and Limitations for Optical Transport Services and Metro Ethernet Services (Cont'd.)

6.9.4.9 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.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.10 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.

6.11 Reserved for Future Use.

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6. BUSINESS SERVICES (Cont'd.)

6.11 Reserved for Future Use.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.12 Critical Facilities Administration Service\*

6.12.1 General Description

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.

6.12.2 Definitions

- A. Qualified Circuit: Circuits enrolled in the federal Telecommunications Service Priority Program and meeting the eligibility criteria set forth below.
- B. Subscribing Circuit: Those Qualified Circuits Customer requests to be included in the CFA Service.
- C. 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.

6.12.3 Eligibility Criteria

- A. Customers are required to specifically subscribe to CFA Service by identifying, in writing, the Qualified Circuits Customer seeks to enroll in the CFA Service. Those Qualified Circuits shall be called “Subscribing Circuits.”

\*Filed in compliance with the Order Concerning Network Reliability Enhancements issued in by the New York Public Service Commission in Case 03-C-0922, dated July 28, 2004.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

6.12 Critical Facilities Administration Service\* (Cont'd.)

6.12.3 Eligibility Criteria (Cont'd.)

- B. 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.
- C. 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 agreement between Customer and Company.

6.12.4 Availability

- A. 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.
- B. 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.

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6. BUSINESS SERVICES (Cont'd.)

6.12 Critical Facilities Administration Service\* (Cont'd.)

6.12.3 Availability (Cont'd.)

- C. The Company will provide physical path information regarding Subscribing Circuits to the Customer in accordance with the following guidelines:
  - i. within five (5) business days after a newly provisioned Subscribing Circuit is installed;
  - ii. within fifteen (15) business days for an existing, in-place Subscribing Circuit.
- D. 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.
- E. 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.
- F. 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.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

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6.13 Metropolitan Continuity Service (MCS)

6.13.1 Description

Metropolitan Continuity Service (MCS) connects Westchester, New Jersey, and Long Island, and provides Customer with a “working” path that is provisioned through New York City and a “protect” path that is provisioned bypassing New York City.

6.13.2 Supported Services

MCS supports the Company’s SONET private line services, Metro Ethernet Services, or Optical Transport Service.

MCS is available via the following provision methods:

SONET:

DS3, OC3 or OC12

Metro Ethernet:

Metro E-Line - 50 Mbps, 100 Mbps, 150 Mbps or 300 Mbps

Optical Transport Service:

1.25 GigE, 10 GigE, OC48 and OC192 SONET interfaces

SAN:

ESCON, FICON, and Fibre Channel (protocol and distance requirements)

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

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6.13 Metropolitan Continuity Service (MCS) (Cont'd.)

6.13.3 Availability, Restrictions, and Limitations for Metropolitan Continuity Service

6.13.3.1 MCS Services are only offered in buildings to which the Company has facilities in place and are only provided where Company's fiber optic facilities exist. MCS Service is not available to Customers with locations in New York City. SONET transport is offered only to building in which Lightpath had facilities in place by December 31, 2004.

6.13.3.2 Customer locations must be within a twenty (20) mile radius of the Company's MCS nodes.

6.13.3.3 Optical Transport Service can be offered as either unprotected or protected services. SONET private line services and Metro Ethernet Services are not offered as unprotected services. Customers may choose from the following protection options: dual entrance into the Customer's building, diverse route and path, or equipment protection consisting of card or port protection. All protection options are available via ICB.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

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6.14 Private Fiber Network (PFN)

6.14.1 Description

Private Fiber Network delivers a voice, data, and video network to the K-12 educational market within a town district. 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.

6.15 Internet Voice Bundle Service

6.15.1 Description

The Internet Voice Bundle offers bandwidth of Internet and voice network access with flat rate voice usage plans. The bandwidth is provided in five options of 10, 50, 100, 150 and 300 Mbps. The flat rate usage is provided in three usage packages of 50,000, 100,000 and 250,000 minutes of use.

The Internet Voice Bundle Service is 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.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

(N)

6.15 Voice Network Access Volume Discount Plan (cont'd)

6.15.2 Features

Customers must select to have their Internet Voice Bundle handed-off as either Business Line, ISDN-PRI, or Lightlink.

6.15.2.1 Business Line

Business Line service is included in the Internet Voice Bundle rate. 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.

6.15.2.2 Lightlink Service

Lightlink Service is included in the Internet Voice Bundle rate. All Lightlink Service features are available at tariffed rates.

6.15.2.3 ISDN-PRI Service

ISDN-PRI Service is included in the Internet Voice Bundle rate. ISDN-PRI Service will be provisioned with the caller ID number feature; all other ISDN-PRI features are available at tariffed rates.

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## COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

(N)

6.15 Internet Voice Bundle Service (cont'd)6.15.3 Pricing6.15.3.1 Package Options

Flat rate usage is provided in three packages (50,000, 100,000 and 250,000 minutes of use). 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.

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

6.15.4 Rules and Regulations

6.15.4.1 Lightpath.net Internet access and voice products must be installed at the same location. The Customer must be located in an On-Network building.

6.15.4.2 Customer must use at least 1 Mbps for Lightpath.net Internet access.

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COMMUNICATIONS SERVICES

6. BUSINESS SERVICES (Cont'd.)

(N)

6.15 Internet Voice Bundle Service (cont'd)

6.15.4 Rules and Regulations (cont'd)

6.15.4.3 Spare bandwidth must exist to add additional voice products to the Internet Voice Bundle. A Business Line can be added to an existing 1.5 Mbps of bandwidth if there are spare DS0 channels available or an additional 1.5 Mbps of bandwidth will be utilized if there are no spare DS0 channels available. The monthly recurring charge of the Internet Voice Bundle will not increase when additional voice bundle handoffs are added. Non-recurring charges will apply.

6.15.4.4 Customers will be permitted one Billed Telephone Number per Internet Voice Bundle.

6.15.4.5 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.

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COMMUNICATIONS SERVICES

7. BUSINESS RATES

7.1 Transmission Services\* (C)

7.1.1 Rate Elements

- (A) Channel Termination - A channel termination is required to connect each Customer location to the Company's network. A minimum of two channel terminations are required for each channel. The monthly recurring charge for a DS-3 channel termination consists of a fixed charge plus a distance sensitive per 1/4 mile charge. For a DS-1, Fractional DS-1, DS-0, Digital Data Service, or Video Service channel termination, only a fixed charge will apply.
- (B) Channel Mileage - A channel mileage charge applies for the interoffice network channel required to interconnect the channel terminations serving each Customer location. The monthly recurring charge for DS-1, DS-3, Fractional DS-1, DS-0, Digital Data Service and Video Service interoffice network channels consists of a fixed charge plus a distance sensitive per mile charge.

7.1.2 Mileage Measurements

The mileage used to determine the monthly charge for the Channel Mileage rate element is determined using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. The mileage used to determine the monthly charge for the DS-1, DS-3, Fractional DS-1, DS-0, Digital Data Service and Video Service Channel Termination rate element is determined using the Company's network operations plant layout maps and facilities records.

\*These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)  
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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.1 Transmission Services\* (Cont'd.) (C)

7.1.3 DS-1 Service Rates

	<i>Monthly Rate</i>	<i>Non-Recurring Charges</i>
Channel Termination		
Per Channel per Customer station	*	*
Channel Mileage		
Fixed	*	*
Per airline mile	*	*

7.1.4 DS-3 Service Rates

	<i>Monthly Rate</i>	<i>Non-Recurring Charges</i>
Channel Termination		
Per Channel per Customer		
Fixed	*	*
Per route ¼ mile	*	*
Channel Mileage		
Fixed	*	*
Per airline mile	*	*

\*Charges on an individual case basis (ICB), with tariff attachments filed to show Customer name, address, service arrangements, number of lines, rates and period of time.

\*These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)  
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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.1 Transmission Services\* (Cont'd.) (C)

7.1.5 Fractional DS-1 Service Rates

	<i>Monthly Rate</i>	<i>Non-Recurring Charges</i>
Channel Termination		
Per point of termination		
128.0 Kbps	*	*
256.0 Kbps	*	*
384.0 Kbps	*	*
512.0 Kbps	*	*
768.0 Kbps	*	*
Channel Termination, Fixed		
128.0 Kbps	*	*
256.0 Kbps	*	*
384.0 Kbps	*	*
512.0 Kbps	*	*
768.0 Kbps	*	*
Channel Termination, per mile		
128.0 Kbps	*	*
256.0 Kbps	*	*
384.0 Kbps	*	*
512.0 Kbps	*	*
768.0 Kbps	*	*

\*Charges on an individual case basis (ICB), with tariff attachments filed to show Customer name, address, service arrangements, number of lines, rates and period of time.

\*These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.1 Transmission Services\* (Cont'd.) (C)

7.1.6 DS-0 Service Rates

	<i>Monthly Rate</i>	<i>Non-Recurring Charges</i>
Channel Termination		
Per channel per Customer		
2-wire voice/analog data	*	*
4-wire voice/analog data	*	*
Channel Termination		
Per channel per Customer	*	*
Per channel per Customer	*	*

\*Charges on an individual case basis (ICB), with tariff attachments filed to show Customer name, address, service arrangements, number of lines, rates and period of time.

\*These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)  
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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.1 Transmission Services\* (Cont'd.) (C)

7.1.7 Digital Data Service Rates

	<i>Monthly Rate</i>	<i>Non-Recurring Charges</i>
Channel Termination		
Per point of termination		
2.4 Kbps	*	*
4.8 Kbps	*	*
9.6 Kbps	*	*
19.2 Kbps	*	*
56 Kbps	*	*
64 Kbps	*	*
Channel Termination, Fixed		
2.4 Kbps	*	*
4.8 Kbps	*	*
9.6 Kbps	*	*
19.2 Kbps	*	*
56 Kbps	*	*
64 Kbps	*	*
Channel Termination, per mile		
2.4 Kbps	*	*
4.8 Kbps	*	*
9.6 Kbps	*	*
19.2 Kbps	*	*
56 Kbps	*	*
64 Kbps	*	*

\*Charges on an individual case basis (ICB), with tariff attachments filed to show Customer name, address, service arrangements, number of lines, rates and period of time.

\*These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)  
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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.1 Transmission Services\* (Cont'd.) (C)

7.1.8 Video Transmission Services

	<i>Monthly Rate</i>	<i>Non-Recurring Charges</i>
Channel Termination		
Per channel per Customer station	*	*
Channel Mileage		
Fixed	*	*
Per airline mile	*	*

\*Charges on an individual case basis (ICB), with tariff attachments filed to show Customer name, address, service arrangements, number of lines, rates and period of time.

\*These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.1 Transmission Services \*(Cont'd.) (C)

7.1.9 Cablevision LIFT Services

	<i>Monthly Rate</i>	<i>Non-Recurring Charges</i>
10 mb service		
0 to 9 ports	*	*
10 to 19 ports	*	*
20 to 29 ports	*	*
30 to 39 ports	*	*
16 mb service		
0 to 9 ports	*	*
10 to 19 ports	*	*
20 to 29 ports	*	*
30 to 39 ports	*	*

\*Charges on an individual case basis (ICB), with tariff attachments filed to show Customer name, address, service arrangements, number of lines, rates and period of time.

7.1.10 Multiple Channel Discounts

Discounts may be available for DS-3 Service Channels in excess of three between the same points of service pursuant to an ICB.

\*These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)  
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## COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)7.1 Transmission Services\* (Cont'd.) (C)7.1.11 Service Term Discount Plans

Service term discount plans are available for a commitment period of 3, 5 or 7 years. A service term discount plan provides that the rates for basic monthly service, as set forth in Sections 7.1.1 through 7.1.9 preceding, are reduced by a fixed percentage based on the length of the commitment period selected by the Customer. The fixed discount percentage is 10%, 20% and 30% for 3 year, 5 year and 7 year commitment periods, respectively. The discount applies to all rate elements and is in addition to any multiple channel discounts that are applicable.

7.1.12 Rate Stability

Any increases that become effective in the rates for basic monthly service will not flow-through to Customers receiving service under a Service Term Discount Plan during the first year of a 3 year plan, the first 2 years of a 5 year plan and the first 3 years of a 7 year plan.

7.1.13 Termination Liability

If a Customer for basic monthly Service cancels service prior to the end of the 12 month minimum service period, the Customer is liable for a termination liability charge equal to the applicable basic monthly charges for the balance of the 12 month minimum service period. If a Service Term Discount Plan Customer cancels service prior to the completion of the commitment period selected by the Customer, the Customer is liable for a termination liability charge equal to 40% of the charges that would have been applicable under Section 7.1.11 for the balance of the commitment period.

\*These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)  
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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.1 Transmission Services\* (Cont'd.) (C)

7.1.14 False Callout Charge

The Customer is liable for a service charge of \$100 for each visit by a Company agent or employee to the premises of the Customer or Authorized User under the circumstances set forth in Section 5.1.6.4 preceding.

\*These products and features are available to any customer in its existing location whose original transmission services were installed prior to 12/31/04. (N)  
(N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.5 Service Commitment Period

Switched Network Services are provided on a month-to-month basis with a minimum service period based on the following schedule.

	<i>Max</i>	<i>Min</i>
Minimum Service Term	72 months	3 months

7.2.6 Volume Discount Plan

Customers may receive volume discounts from the currently applicable Usage rates for all non-Home Region IntraLATA services and for InterLATA services based on the following schedule. Discounts are applied for each incremental dollar for each level stated below.

<i>Monthly Billing</i>	<b>Percentage Discount</b>	
	<i>Max</i>	<i>Min</i>
\$ 500 to \$ 1,999	.09	0
\$ 2,000 to \$ 3,000	.10	.02
\$ 3,001 to \$ 5,000	.15	.08
\$ 5,000 to \$10,000	.17	.10
\$10,001 to \$20,000	.20	.15
\$20,001 and above	.50	.20

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

(N)  
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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.7 Points of Connection

Customers may use dedicated transmission facilities owned by the Customer or obtained from the Company or another provider of such facilities to directly access the Company's switching network. Such facilities can be connected to the switching network at the locations listed below:

7.2.7.1 Connection points for DS-0 level access

Hicksville, New York

7.2.7.2 Connection points for DS-1 level access

Hicksville, New York  
Melville, New York  
Hauppauge, New York

7.2.7.3 Connection points for DS-3 level access

Hicksville, New York  
Melville, New York  
Hauppauge, New York  
  
Hicksville, New York  
Melville, New York  
Hauppauge, New York 11801

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.8 Dedicated Connection Charges

7.2.8.1 Non-recurring charges

The following non-recurring charges apply per Dedicated Connection for a standard line or Trunk and for a DID or DOD connection as follows:

- (a) installation of new service;
- (b) transfer of an existing service to a new access location; or
- (c) a change from one type of service to a different type at the same or different access location.

<i>Type</i>	<b>First</b>		<b>Additional</b>	
	<i>Max</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>
DS-0 (Voice Grade)	\$ 80.00	\$ 10.00	\$ 60.00	\$ 10.00
DS-1 (24 Voice Grade)	\$ 315.00	\$100.00	\$100.00	\$ 30.00
DS-3 (572 Voice Grade)	\$2,150.00	\$750.00	\$800.00	\$240.00

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.8 Dedicated Connection Charges (Cont'd.)

7.2.8.2 Recurring Monthly Rates (Cont'd.)

(a) Dedicated Connection Service

The following recurring monthly rates apply per Dedicated Connection Service for a standard line, trunk and DS-1 DID or DOD connection:

<i>Type</i>	<b>First</b>		<b>Additional</b>	
	<i>Max</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>
DS-0 (Voice Grade)	\$ 60.00	\$ 10.00	\$ 40.00	\$ 10.00
DS-1 (24 Voice Grade)	\$ 550.00	\$ 150.00	\$ 550.00	\$ 150.00
DS-3 (572 Voice Grade)	\$10,000.00	\$3,000.00	\$10,000.00	\$3,000.00

(b) Optional features

Calling features available at an additional monthly recurring charge, per line.

	<i>Max</i>	<i>Min</i>
Caller ID	\$15.00	\$4.00
6-Way Conferencing	\$20.00	\$5.00

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.8 Dedicated Connection Charges (Cont'd.)

7.2.8.2 Recurring Monthly Rates (Cont'd.)

(c) Enhanced Dedicated Connection Service

The following monthly rates are in addition to Dedicated Connection Service rates listed in Section (a) preceding:

<i>Type</i>	<i>Max</i>	<i>Min</i>
DS-0 (Voice Grade)	\$ 50.00	\$ 1.00
DS-1 (24 Voice Grade)	\$500.00	\$25.00

7.2.8.3 Direct Inward Dialing Stations

The following recurring monthly rates apply for Stations configured for Direct Inward Dialing (DID):

<i>DID Stations</i>	<i>Max</i>	<i>Min</i>
Each group of 20	\$ 5.50	\$1.50
Each group of 100	\$25.00	\$7.00

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

(N)  
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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.8 Dedicated Connection Charges (Cont'd.)

7.2.8.3 Direct Inward Dialing Stations (Cont'd.)

7.2.8.3.1 Relocation of DID's

For Customers who are relocating from one central office to a different central office and want to retain non-Company owned DID numbers, there is an additional monthly recurring charge per connection:

<i>Type</i>	<b>Monthly Recurring Per Connection</b>	
	<i>Max</i>	<i>Min</i>
DS-0 (Voice Grade)	\$10.00	\$1.00
DS-1 (24 Voice Grade)	\$200.00	\$5.00

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.8 Dedicated Connection Charges (Cont'd.)

7.2.8.3 Direct Inward Dialing Stations (Cont'd.)

7.2.8.3.2 Call Re-Direct DID

<b>Monthly Rental</b>	<b>Min</b>	<b>Max</b>
1 Year Contract	\$75.00	\$500.00
2 Year Contract	\$50.00	\$450.00
3 Year Contract	\$25.00	\$400.00
<u>Non-Recurring Charge</u>		
The cost to install this feature is Min \$00.00 Max \$250.00		
<u>Usage</u>		
The Customer will be billed usage charges for each call that is re-directed to the Customer's alternate location.		
<u>Re-establishment of Service</u>		
Once the disaster is over there will be a non-recurring charge of (Min \$ 00.00 Max \$250.00) to return the critical numbers to DID numbers, reset the Call Re-Direct feature and create a new verification sheet.		

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.10 Lightpath Regional Calling

The usage rates set forth below are applicable to Customer-dialed station-to-station calls. The rates for operator handled calls are specified in Section 10 following. Calls are billed according to duration, time of day and day of the week. The rate periods shown following apply:

(1) Rate Periods Except Holidays

<i>Rate Period</i>	<i>From</i>	<i>To, but not including</i>	<i>Days</i>
Day	8:00 a.m.	9:00 p.m.	M-F
Evening	9:00 p.m.	11:00 p.m.	Sun-F
Night	11:00 p.m.	8:00 a.m.	All Days
	8:00 a.m.	11:00 p.m.	Sat
	8:00 a.m.	5:00 p.m.	Sun

(2) Evening and Night Period Charges

The following discounts apply per call to the Evening and Night rate periods specified above:

<i>Rate Period</i>	<i>Max</i>	<i>Min</i>
Evening	50%	05%
Night	80%	05%

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

(N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.10 Lightpath Regional Calling (Cont'd.)

(3) Holiday Rate Periods

On the holidays listed below, evening rates apply unless a lower rate normally applies:

- New Years Day (January 1)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

7.2.10.1 Day Period Charges

The following tables indicate Day Period charges for calls within the New York Metro LATA.

(1) Home Region Rates

The following Day Period charges apply for Home Region Calls within the New York Metro LATA.

<b>First 3 Minutes</b>		<b>Each Additional Minute</b>	
<i>Max</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>
\$0.35	\$0.02	\$0.35	\$0.005

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)  
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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.10 Lightpath Regional Calling (Cont'd.)

7.2.10.1 Day Period Charges (Cont'd.)

(2) Rates -- Nassau Originated Calls

<b>SERVICE PROVIDED OVER COMPANY-PROVIDED PORTS</b>				
	<b>Initial Minute</b>		<b>Each Additional Minute</b>	
<i>Call Destination</i>	<i>Max</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>
New York City	\$0.35	\$0.06	\$0.35	\$0.01
Western Suffolk	\$0.35	\$0.06	\$0.35	\$0.01
Eastern Suffolk	\$0.35	\$0.06	\$0.35	\$0.01
Lower Westchester	\$0.35	\$0.07	\$0.35	\$0.01
Upper Westchester	\$0.35	\$0.07	\$0.35	\$0.04
Rockland	\$0.35	\$0.07	\$0.35	\$0.04
<b>SERVICE PROVIDED OVER PRESUBSCRIBED ACCESS LINES</b>				
	<b>Initial Minute</b>		<b>Each Additional Minute</b>	
<i>Call Destination</i>	<i>Max</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>
New York City	\$0.35	\$0.06	\$0.35	\$0.01
Western Suffolk	\$0.35	\$0.06	\$0.35	\$0.01
Eastern Suffolk	\$0.35	\$0.06	\$0.35	\$0.01
Lower Westchester	\$0.35	\$0.07	\$0.35	\$0.01
Upper Westchester	\$0.35	\$0.07	\$0.35	\$0.04
Rockland	\$0.35	\$0.07	\$0.35	\$0.04

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.10 Lightpath Regional Calling (Cont'd.)

7.2.10.1 Day Period Charges (Cont'd.)

(3) Rates -- Eastern Suffolk Originated Calls

<b>SERVICE PROVIDED OVER COMPANY-PROVIDED PORTS</b>				
	<b>Initial Minute</b>		<b>Each Additional Minute</b>	
<i>Call Destination</i>	<i>Max</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>
New York City	\$0.35	\$0.07	\$0.35	\$0.04
Nassau	\$0.35	\$0.07	\$0.35	\$0.01
Western Suffolk	\$0.35	\$0.06	\$0.35	\$0.01
Lower Westchester	\$0.35	\$0.07	\$0.35	\$0.04
Upper Westchester	\$0.35	\$0.07	\$0.35	\$0.04
Rockland	\$0.35	\$0.07	\$0.35	\$0.04
<b>SERVICE PROVIDED OVER PRESUBSCRIBED ACCESS LINES</b>				
	<b>Initial Minute</b>		<b>Each Additional Minute</b>	
<i>Call Destination</i>	<i>Max</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>
New York City	\$0.35	\$0.07	\$0.35	\$0.04
Nassau	\$0.35	\$0.07	\$0.35	\$0.01
Western Suffolk	\$0.35	\$0.06	\$0.35	\$0.01
Lower Westchester	\$0.35	\$0.07	\$0.35	\$0.04
Upper Westchester	\$0.35	\$0.07	\$0.35	\$0.04
Rockland	\$0.35	\$0.07	\$0.35	\$0.04

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.10 Lightpath Regional Calling (Cont'd.)

7.2.10.1 Day Period Charges (Cont'd.)

(4) Rates -- New York City Originated Calls

<b>SERVICE PROVIDED OVER COMPANY-PROVIDED PORTS</b>				
	<b>Initial Minute</b>		<b>Each Additional Minute</b>	
<i>Call Destination</i>	<i>Max</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>
Eastern Suffolk	\$0.35	\$0.07	\$0.35	\$0.04
Nassau	\$0.35	\$0.07	\$0.35	\$0.01
Western Suffolk	\$0.35	\$0.07	\$0.35	\$0.01
Lower Westchester	\$0.35	\$0.07	\$0.35	\$0.01
Upper Westchester	\$0.35	\$0.07	\$0.35	\$0.03
Rockland	\$0.35	\$0.07	\$0.35	\$0.04
<b>SERVICE PROVIDED OVER PRESUBSCRIBED ACCESS LINES</b>				
	<b>Initial Minute</b>		<b>Each Additional Minute</b>	
<i>Call Destination</i>	<i>Max</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>
Eastern Suffolk	\$0.35	\$0.07	\$0.35	\$0.04
Nassau	\$0.35	\$0.07	\$0.35	\$0.01
Western Suffolk	\$0.35	\$0.07	\$0.35	\$0.01
Lower Westchester	\$0.35	\$0.07	\$0.35	\$0.01
Upper Westchester	\$0.35	\$0.07	\$0.35	\$0.03
Rockland	\$0.35	\$0.07	\$0.35	\$0.04

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.10 Lightpath Local and Regional Calling (Cont'd.)

7.2.10.2 Lightpath Advantage Plan

	<b>1 Year Term</b>	<b>2 Year Term</b>	<b>3 Year Term</b>
Local (1st 3 minutes)	\$.001/\$0.25 Max	\$.001/\$0.25 Max	\$.001/\$0.25 Max
(Additional minutes)	\$.001/\$0.25 Max	\$.001/\$0.25 Max	\$.001/\$0.25 Max
Regional (1st minute)	\$0.01 Min/\$0.25 Max	\$0.01 Min/\$0.25 Max	\$0.01 Min/\$0.25 Max
(Additional minutes billed in 6 second increments)	\$0.01 Min/\$0.25 Max	\$0.01 Min/\$0.25 Max	\$0.01 Min/\$0.25 Max
<b>Volume Discounts for Local and Regional Calls only</b>			
	<u>Mo. Usage</u>	<u>Discount</u>	
	\$500-\$2,499	5%	
	\$2,500-\$7,499	10%	
	\$7,500-\$9,999	15%	
	\$10,000 or more	20%	

The same rate applies twenty-four (24) hours a day, seven (7) days a week.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)

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7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.)

7.2.11 Intrastate InterLATA Calling Service

	<i>Min</i>	<i>Max</i>
Rate per minute	\$0.001	\$0.25

Billed with an eighteen (18) second minimum and six (6) second rounding

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

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7. BUSINESS RATES (Cont'd.)

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7. BUSINESS RATES (Cont'd.)

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7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.14 Centrex

The rates and charges for Centrex Service fall under two categories. Those related to the number of participant stations on the Customer's network and those related to the number and types of connection ports utilized by the Customer's system. The connection charges are set forth in Section 7.2.8. The Participant Station charges are as follows:

<b>Participant Section Rate Per Station</b>			
<b>Non-Recurring Rate</b>		<b>Monthly Rate</b>	
<b>Maximum</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Minimum</b>
\$150.00	\$10.00	\$50.00	\$5.00

NOTE - Each DS-0 connection can accommodate one (1) participant station; each DS-1 connection can accommodate twenty-four (24) participant stations; and each DS3 connection can accommodate 672 participant stations.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.15 Foreign Exchange Service

Foreign Exchange Service rates consist of an additional mileage charge that is applicable to each channel furnished to the Customer, as well as the applicable usage rates for Home Region Calling as specified in Section 7.2.10.1.

<i>Type</i>	<b>Per Mile</b>	
	<i>Max</i>	<i>Min</i>
DS-0 (Voice Grade)	\$50.00	\$1.00
DS-1 (24 Voice Grade)	\$100.00	\$5.00

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.17 Integrated Services Digital Network (ISDN) Service

7.2.17.1 Primary Rate Interface

Rates for Primary Rate Interface are identical to the Company's DS-1 Service rates that are indicated in Section 7.1.3.

7.2.17.2 Caller ID for Primary Rate Interface

Costs:

Monthly Rental

Included in the cost for ISDN-PRI

Installation

Included in the cost for ISDN-PRI

7.2.17.3 Caller ID with Name Delivery for Primary Rate Interface

Costs:

Monthly Rental (per ISDN-PRI)

	<i>Min</i>	<i>Max</i>
1 Year Contract	\$20.00	\$120.00
2 Year Contract	\$15.00	\$100.00
3 Year Contract	\$10.00	\$80.00

Installation (per ISDN-PRI)

\$25.00	\$150.00
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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.18 IntraLATA Calling: Lightwats

The usage rates set forth below are applicable to Customer-dialed station-to-station calls. The rate periods in Section 7.2.10 apply, except Holidays which are billed at the day, night and evening rates that follow.

(1) Day Period Rates

	<i>Maximum</i>	<i>Minimum</i>
First 10 hours	\$100 per month	\$45 per month
10 to 100 hours	\$0.50 per minute	\$0.06 per minute
100 to 200 hours	\$0.50 per minute	\$0.05 per minute
Over 200 hours	\$0.50 per minute	\$0.04 per minute

(2) Evening and Night Period Rates

The following discounts apply per call to the Evening and Night rates periods specified in Section 7.2.10:

<i>Rate Period</i>	<i>Maximum</i>	<i>Minimum</i>
Evening	50%	5%
Night	60%	5%

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

(N)  
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7. BUSINESS RATES (Cont'd.)

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7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\*\* (Cont'd.) (C)

7.2.19 Lightpath Calling Cards (Cont'd.)

d) Rates

<b>Area</b>	<b>Min</b>	<b>Max</b>
Intrastate	\$0.05	\$1.00
Calling Card Directory Assistance	\$0.05	\$1.00

7.2.20 Pay One Price Regional Calling Plan\*

This service provides dedicated connection Customers with the ability to originate calls to all other stations on the public switched network located in the New York Metropolitan (LATA 132). Dedicated connection Customers may also receive calls from all other stations on the public switched network.

7.2.20.1 Regions

All Lightpath Calling Regions are defined in Sections 6.2.3.1, 6.2.3.2 and 6.2.3.3 of this tariff.

7.2.20.2 Rate Periods

Day, Evening and Night periods are set forth in Section 7.2.10, Items 1, 2 and 3, of this tariff.

**\*This service is not available to new Customers after July 22, 1995.**

\*\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

(N)  
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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\*\* (Cont'd.) (C)

7.2.20 Pay One Price Regional Calling Plan\* (Cont'd.)

7.2.20.3 Day Period Charges

The following indicates Day Period charges for calls within the New York Metro LATA.

(a) Home Region Rates

The following Day Period charges apply for Home Region Calls within the New York Metro LATA.

First Three Minutes		Each Add'l. Minute	
<i>Max</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>
\$0.35	\$0.02	\$0.35	\$0.005

(b) Regional Rates

The following Day Period charges apply to all calls originating in one Region in the New York Metro LATA and terminating in another Region in the LATA.

Per Minute Charge	
<i>Max</i>	<i>Min</i>
\$0.35	\$0.02

**\*This service is not available to new Customers after July 22, 1995.**

\*\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)

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7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\*\* (Cont'd.) (C)

7.2.20 Pay One Price Regional Calling Plan\* (Cont'd.)

7.2.20.3 Day Period Charges

(c) Evening and Night Period Charges

The following discounts apply per call to the Evening and Night rate periods:

<i>Rate Period</i>	<i>Maximum</i>	<i>Minimum</i>
Evening	50%	5%
Night	85%	5%

7.2.20.4 Term Discounts

The "Three Year Lightwats Discount Plan," Section 7.2.22, is applicable to Customers who sign up for a service term of 36 months.

**\*This service is not available to new Customers after July 22, 1995.**

\*\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\*\* (Cont'd.) (C)

7.2.21 Lightpath Regional Calling--Home Region Reduced\*

The Home Region Reduced Plan applies to all Customers who subscribe to one of Lightpath's Regional Calling plans and meet the following criteria.

7.2.21.1 Regions

All Lightpath Calling Regions (IntraLATA Calling) are defined in Sections 6.2.3.2 and 6.2.3.3 of this tariff.

7.2.21.2 Minimum Calling Volume

<i>Home Region</i>	
Monthly Minimum	250,000 minutes of usage
or	
Annual Minimum	3,000,000 minutes of usage

7.2.21.3 Rate Periods

Day, evening and night periods are set forth in Section 7.2.10, Items 1, 2 and 3, of this tariff.

**\*This service is not available to new Customers after July 22, 1995.**

\*\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)  
 (N)

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7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.21 Lightpath Regional Calling--Home Region Reduced\* (Cont'd.)

7.2.21.4 Rates

(a) Day Period Charges

Home Region Rates

The following Day Period charges apply for Home Region Calls within the New York Metro LATA.

<b>First three minutes</b>		<b>Each add'l minute</b>	
<i>Max</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>
\$0.35	\$0.02	\$0.35	\$0.005

(b) Regional Rates

Lightpath Regional Calling Rates in Sections 7.2.10.1, Items 2, 3, 4 & 5 and Section 7.2.20.3, Item b and Lightwats, Section 7.2.18 are applicable to this service.

**\*This service is not available to new Customers after July 22, 1995.**

\*\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\*\* (Cont'd.) (C)

7.2.21 Lightpath Regional Calling--Home Region Reduced\* (Cont'd.)

7.2.21.5 Term Discounts

The "Three Year Lightwats Discount Plan," Section 7.2.22 of this tariff, is applicable to Customers who sign up for a service term of 36 months. This discount is applicable to Customers who have over 25,000 minutes of use of Regional Calling (excluding Home Region) per month.

7.2.21.6 Volume Discounts

Discounts are defined in Section 7.2.6 and apply to Regional Calling only. Discounts do not apply to Home Region usage.

**\*This service is not available to new Customers after July 22, 1995.**

\*\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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7. BUSINESS RATES (Cont'd.)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.24 Lightpath Voice Mail Service

Charges for Lightpath Voice Mail Service are as follows:

	<u>Monthly Rates</u>		<u>Non-Recurring</u>		(C)	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>		
Business Basic Mailbox	5.00	15.00	25.00	75.00	 (C)	
Business Premium Mailbox	5.00	15.00	25.00	75.00		
Business Extended Basic Mailbox	5.00	15.00	25.00	75.00		
Business Extended Premium Mailbox	5.00	15.00	25.00	75.00		
Auto Attendant Service						
Main Mailbox	5.00	15.00	25.00	75.00		
Sub-Mailbox	5.00	15.00	25.00	75.00		
Information Basic Mailbox	5.00	15.00	25.00	75.00		
Information Premium Mailbox	5.00	15.00	25.00	75.00		
						(C)

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)

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7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\* (Cont'd.) (C)

7.2.26 Switched Toll Free Services

<b>Toll Free Service</b>	<b>Min</b>	<b>Max</b>
Toll Free Recurring Charge Per Toll Free Routing Arrangement	\$0.00	\$100.00
Intrastate	\$0.01/per minute	\$0.25/per minute
Area Code Routing Feature	\$0.00	\$50.00
Exchange Routing Feature	\$0.00	\$50.00
Time Manager Feature	\$0.00	\$50.00
Day Manager Feature	\$0.00	\$50.00
Blocking Feature	\$0.00	\$50.00
Quick Call Allocator Feature	\$0.00	\$50.00
Call Prompter Feature	\$.01/per announcement played	\$1.00/per announcement played
Select Routing Feature	\$1.00/per routing plan	\$100.00/per routing plan
Directory Assistance	\$0.00	\$5.00
Payphone Surcharge	\$0.00	\$5.00

Toll Free Dedicated Services are offered on an ICB only basis.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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7.2 Switched Network Services\* (Cont'd.) (C)

7.2.26 Switched Toll Free Services (Cont'd.)

All toll free calls are billed with an eighteen (18) second minimum and six (6) second rounding.

7.2.27 Account and Authorization Codes

Account Codes

<u>Monthly Rental</u>	<b>Min</b>	<b>Max</b>
Selective Account Codes Feature	\$ 5.00	\$ 50.00
Forced Account Codes Feature	\$15.00	\$150.00
Charge per Account Code	\$ 0.05	\$ 1.50
<u>Installation</u>		
Account Code Feature activation	\$0.00	\$100.00

Authorization Codes

<u>Monthly Rental</u>	<b>Min</b>	<b>Max</b>
Authorization Code Feature	\$ 5.00	\$50.00
Charge per Authorization Code	\$ 0.05	\$ 1.50
Optional Feature		
Authorization Code Local Call Listing	\$ 25.00	\$150.00
<u>Non-recurring Charge</u>		
Authorization Code Feature	\$ 0.00	\$150.00
Activation fee per code	\$ 0.25	\$ 5.00
Each subsequent addition of Authorization Code Local Call Listing	\$ 1.00	\$ 20.00

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

(N)  
 |  
 (N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.2 Switched Network Services\*\* (Cont'd.) (C)

7.2.28 Business Line

Monthly Rental

	<b>Minimum</b>	<b>Maximum</b>
1 Year	\$10.00	\$30.00
2 Year	\$8.00	\$26.00
3 Year	\$6.00	\$16.00

Basic Feature Package

	<b>Minimum</b>	<b>Maximum</b>
1 Year	\$3.00	\$7.00
2 Year	\$2.00	\$6.00
3 Year	\$1.00	\$5.00

Premium Feature Package

	<b>Minimum</b>	<b>Maximum</b>
1 Year	\$4.00	\$11.00
2 Year	\$3.00	\$9.00
3 Year	\$2.00	\$7.00

Installation

	<b>Minimum</b>	<b>Maximum</b>
Business Line	\$10.00	\$30.00
Feature *	\$10.00	\$30.00

\*There is no installation charge when a feature is added to a line at the time the line is installed. There will be an installation charge when a feature is added subsequent to when the line is installed.

\* \*These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

(N)  
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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.3 Special Construction\* (C)

7.3.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

7.3.2 Basis for Cost Computation

The costs referred to in 7.3.1 may include one or more of the following items to the extent that they are applicable.

- (a) Cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - (1) equipment and materials provided or used;
  - (2) engineering, labor and supervision;
  - (3) transportation; and
  - (4) rights of way.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)  
(N)

COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.3 Special Construction \* (Cont'd.) (C)

7.3.2 Basis for Cost Computation (Cont'd.)

- (b) Cost of maintenance.
- (c) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.3 Special Construction\* (Cont'd.) (C)

7.3.2 Basis for Cost Computation (Cont'd.)

- (d) Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (e) License preparation, processing and related fees;
- (f) Tariff preparation, processing and related fees;
- (g) Any other identifiable costs related to the facilities provided; or
- (h) An amount for return and contingencies.

7.3.3 Termination Liability

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

7.3.3.1 The termination liability period is the estimated service life of the facilities provided.

7.3.3.2 The amount of the maximum termination liability is equal to the estimated amounts for:

- (a) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed including the cost of:

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.3 Special Construction\* (Cont'd.) (C)

7.3.3 Termination Liability (Cont'd.)

7.3.3.2 (Cont'd.)

- (1) equipment and materials provided or used,
- (2) engineering, labor and supervision,
- (3) transportation, and
- (4) rights-of-way,
- (b) License preparation, processing, and related fees;
- (c) Tariff preparation, processing, and related fees;
- (d) Cost of removal and restoration, where appropriate; and
- (e) Any other identifiable costs related to the specially constructed or rearranged facilities.

7.3.3.3 The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 7.3.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.3.3.2 preceding shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)  
(N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.4 ATM Cell Relay Service\* (C)

7.4.1 Administrative Charges

ATM Administrative Charges are on an Individual Case Basis.

7.4.2 Moves

When the Customer requests a move or relocation of the UNI, the move or relocation will be handled like a disconnect of the existing Service and the addition of the new Service for the application of all charges.

7.4.3 Pricing

Pricing for ATM is done on an Individual Case Basis.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)  
(N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.5 Frame Relay Service (FRS)\* (C)

7.5.1 Administrative Charge

FRS Administrative Charges are on an Individual Case Basis

7.5.2 Pricing

Pricing for FRS is done on an Individual Case Basis.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

(N)  
|  
(N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.6 Rates for Teleconferencing\*

(C)

<b>Type of Call</b>	<b>Min</b>	<b>Max</b>
Operator-Dialed Calls	\$0.05/ per minute per person	\$1.50/ per minute per person
Operator Assisted Toll Free Dial-In Calls	\$0.05/per minute per person	\$1.50/per minute per person
Operator Assisted Caller-Paid Dial-In Calls	\$0.05/per minute per person	\$1.50/per minute per person
Automated Toll Free Dial-In Calls	\$0.05/per minute per person	\$1.50/per minute per person
Automated Caller-Paid Dial-In Calls	\$0.05/per minute per person	\$1.50/per minute per person
Automated Toll Free Dial-In Reservationless	\$0.05/per minute per person	\$1.50/per minute per person
Automated Caller-Paid Dial-In Reservationless	\$0.05/per minute per person	\$1.50/per minute per person

No Show Charges: Changes and cancellations may be made up to thirty (30) minutes prior to the scheduled start time of the call. Calls not cancelled within this time period will be billed for the first thirty (30) minutes of the conference multiplied by the number of ports reserved.

7.7 Switched Digital Service\*

(C)

<b>Area</b>	<b>Initial 30 Seconds</b>	<b>6 Second Increment</b>
Intrastate InterLATA	\$0.001 Min/\$1.00 Max	\$0.001Min/\$1.00 Max

7.8 Optical Transport Services\*

(C)

Optical Transport Services are offered at ICB rates.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

(N)  
(N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.9 Maintenance and Repair Charges for Business Services\* (C)

	<i>Min</i>	<i>Max</i>
Customer Provided Equipment Service Charge	\$95.00	\$380.00
Technician Standby Charge (per hour/per technician)	\$47.50	\$190.00

7.10 PIC Change Charges\* (C)

Customers will be billed a non-recurring charge when they request that the Company change their PIC (Primary Interexchange Carrier).

The non-recurring charge is:

Business Line (per)	\$5.00
Centrex Line (per)	\$5.00
Analog Trunk (per)	\$5.00
Lightlink (per)	\$60.00
ISDN-PRI (per)	\$60.00

7.11 Lightlink Service\*

	DOD Service		DID Service		Two-Way Service		DID Numbers Group of 20 numbers	DID Numbers Group of 100 numbers
	<i>Min</i>	<i>Max</i>	<i>Min</i>	<i>Max</i>	<i>Min</i>	<i>Max</i>		
1 Year	\$200.00	\$1000.00	\$200.00	\$1000.00	\$200.00	\$1000.00	\$3.65	\$18.25
2 Year	\$200.00	\$1000.00	\$200.00	\$1000.00	\$200.00	\$1000.00	\$3.29	\$16.43
3 Year	\$200.00	\$1000.00	\$200.00	\$1000.00	\$200.00	\$1000.00	\$2.92	\$14.60

Installation for DOD Service, DID Service, and Two-Way Service: \$200.00 Min/ \$1000.00 Max

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

(N)  
|  
(N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.12 Critical Facilities Administration Service \* (C)

The rate for Critical Facilities Administration (CFA) Service is as follows:

Service Order Charge per Circuit:                      Individual Case Basis (ICB)

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service. (N)  
(N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.13 Metro Ethernet Services

7.13.1 Metro E-Line Protection Plus Service Recurring Charges

	<b><u>One-Year Term</u></b>	<b><u>Two-Year Term</u></b>	<b><u>Three-Year Term</u></b>
<b><u>10 Mbps</u></b>	Min: \$812.50	Min: \$1600.50	Min: \$650.00
	Max: \$2437.50	Max: \$2242.50	Max: \$1950.00
<b><u>20 Mbps</u></b>	Min: \$1231.50	Min: \$1133.00	Min: \$985.00
	Max: \$3694.50	Max: \$3399.00	Max: \$2955.00
<b><u>50 Mbps</u></b>	Min: \$1344.00	Min: \$1236.50	Min: \$1075.00
	Max: \$4032.00	Max: \$3709.50	Max: \$3225.00
<b><u>100 Mbps</u></b>	Min: \$1878.00	Min: \$1728.00	Min: \$1502.50
	Max: \$5634.00	Max: \$5184.00	Max: \$4507.50
<b><u>150 Mbps</u></b>	Min: \$2256.50	Min: \$2076.00	Min: \$1805.00
	Max: \$6769.50	Max: \$6228.00	Max: \$5415.00
<b><u>300 Mbps</u></b>	Min: \$3384.50	Min: \$3113.50	Min: \$2707.50
	Max: \$10153.50	Max: \$9340.50	Max: \$8122.50

(I)

**Network Line Tags**

Bundle of 5 (2 bundles maximum):  
 Min: \$10.00                      Max: \$30.00

Two (2) Bundles of 5:  
 Min: \$20.00                      Max: \$50.00

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.13 Metro Ethernet Services (Cont'd.)

(N)

7.13.2 Metro E-LAN Protection Plus Service Recurring Charges

	<u>One-Year Term</u>	<u>Two-Year Term</u>	<u>Three-Year Term</u>
<b><u>10 Mpbs</u></b>	Min: \$487.50	Min: \$448.50	Min: \$390.00
	Max: \$1462.50	Max: \$1345.50	Max: \$1170.00
<b><u>20 Mpbs</u></b>	Min: \$739.00	Min: \$679.50	Min: \$591.00
	Max: \$2217.00	Max: \$2038.50	Max: \$1773.00
<b><u>50 Mbps</u></b>	Min: \$806.50	Min: \$742.00	Min: \$645.00
	Max: \$2419.50	Max: \$2226.00	Max: \$1935.00
<b><u>100 Mbps</u></b>	Min: \$1127.00	Min: \$1036.50	Min: \$901.50
	Max: \$3381.00	Max: \$3109.50	Max: \$2704.50
<b><u>150 Mbps</u></b>	Min: \$1354.00	Min: \$1245.50	Min: \$1083.00
	Max: \$4062.00	Max: \$3736.50	Max: \$3249.00
<b><u>300 Mbps</u></b>	Min: \$2030.50	Min: \$1868.00	Min: \$1624.50
	Max: \$6091.50	Max: \$5604.00	Max: \$4873.50

**E-LAN Locations**

Minimum of three (3) locations; maximum of five (5) locations:  
Min: \$50.00 per month per location Max: \$150.00 per month per location

More than five (5) locations:  
ICB

7.13.3 Non-Recurring Charges for Metro Ethernet Services

<b><u>10 Mbps</u></b>	Min: \$200.00	Max: \$600.00
<b><u>20 Mbps</u></b>	Min: \$200.00	Max: \$600.00
<b><u>50 Mbps</u></b>	Min: \$500.00	Max: \$1500.00
<b><u>100 Mbps</u></b>	Min: \$500.00	Max: \$1500.00
<b><u>150 Mbps</u></b>	Min: \$500.00	Max: \$1500.00
<b><u>300 Mbps</u></b>	Min: \$500.00	Max: \$1500.00

(N)

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.14 Metropolitan Continuity Service

Pricing for Metropolitan Continuity Service is via ICB.

7.15 Private Fiber Network

Pricing for Private Fiber Network is via ICB..0

7.16 Internet Voice Bundle Service

Usage*	10 Mbps Protection Plus	50 Mbps Protection Plus	100 Mbps Protection Plus	150 Mbps Protection Plus	300 Mbps Protection Plus	
	<b>Min/Max</b>	<b>Min/Max</b>	<b>Min/Max</b>	<b>Min/Max</b>	<b>Min/Max</b>	
50,000 MOU	\$2000/\$3300	\$3400/\$5100	\$5400/\$7680	N/A	N/A	(I)
100,000 MOU	\$3750/\$4500	\$3900/\$5640	\$5900/\$8220	\$7900/\$10,800	\$13,000/\$15,900	(N, I)
250,000 MOU	N/A	\$7385/\$8862	\$7500/\$10,260	\$9500/\$12,840	\$14,500/\$17,820	(N, I)

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:** \$0.01 per minute                      **Max:** \$0.04 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.

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COMMUNICATIONS SERVICES

7. BUSINESS RATES (Cont'd.)

7.16 Internet Voice Bundle Service (Cont'd.)

(N)

Usage Level	Installation
	<b>Min/Max</b>
10Mbps/50,000 MOU	\$1000/\$3000
50Mbps/50,000 MOU	\$1000/\$3000
50Mbps/50,000 MOU	\$1000/\$3000
100Mbps/50,000 MOU	\$1000/\$3000
100Mbps/100,000 MOU	\$1000/\$3000
100Mbps/250,000 MOU	\$1000/\$3000
150Mbps/100,000 MOU	\$1000/\$3000
150Mbps/250,000 MOU	\$1000/\$3000
300Mbps/100,000 MOU	\$1000/\$3000
300Mbps/250,000 MOU	\$1000/\$3000

Non-Recurring Rates for the Addition of Voice Products or Other Changes

Additional Business Line:	\$5.00 Min/\$20.00 Max
Additional Lightlink or ISDN-PRI:	\$50.00 Min/\$200.00 Max
Port Speed Change:	\$50.00 Min/\$200.00 Max

(N)

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES

8.1 Residential Telephone Service

Beginning on the effective date of this tariff, OPTIMUM Telephone will be available to residential Customers in the areas where the Company has facilities to provide this service.

8.2 Optimum Telephone Service “A La Carte Plan” (T)

OPTIMUM Telephone “A La Carte Plan consists of an access line supplied by the Company over its own facilities that allows inbound and outbound calling associated with one Customer assigned telephone number. (T) (T)

8.2.1 OPTIMUM Telephone “A La Carte Plan” Includes: (T)

- Touch Tone
- Verizon White Page Listing (T)
- Retention of Existing Verizon Telephone Number (T)
- Access to Operator Services
- Access to Emergency Services Card (E911, 911)

(D)  
(D)

8.2.2 OPTIMUM Telephone “A La Carte Plan” Rates (T)

Monthly rates and usage rates apply to the OPTIMUM Telephone “A La Carte Plan.”

8.2.2.1 OPTIMUM Telephone “A La Carte Plan” Monthly Rate (T)

<i>Min</i>	<i>Max</i>	(C)
\$5.40	\$8.40	(R)

\* Interstate line charges may apply. Services not listed are available at the General Tariff Rates.

(D)

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES (Cont'd.)

8.2 Optimum Telephone Service "A La Carte Plan" (Cont'd.) (T)

8.2.2 OPTIMUM Telephone "A La Carte Plan" Rates (Cont'd.) (T)

8.2.2.2 The following usage rates apply in addition to the monthly rate:

<i>Local Calling Rates</i>	<i>Per Minute</i>	
	<i>Min</i>	<i>Max</i>
Calls originating within Nassau and terminating within Nassau	\$0.07	\$0.11
<i>Regional Calling Rates</i>	<i>Per Minute</i>	
	<i>Min</i>	<i>Max</i>
Calls originating within Nassau and terminating to Suffolk (516) and New York City (212,718,917)	\$0.043	\$0.067
Calls originating within Nassau and terminating to 914 NPA (within New York Metro LATA 132)	\$0.043	\$0.067

(R)

These usage rates apply twenty-four (24) hours a day, seven (7) days a week.

(R)

(C)

8.2.2.3 Second Line Offer

(N)

Customers may obtain an additional line at the following rates:

	<i>Per Month Min</i>	<i>Per Month Max</i>
Additional Line	\$5.40	\$8.40

(N)

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES (Cont'd.)

8.2 Optimum Telephone Service "A La Carte Plan" (Cont'd.) (T)

8.2.2 OPTIMUM Telephone "A La Carte Plan" Rates (Cont'd.) (T)

8.2.2.4 Optional Features (R)(N)

<i>Optional Feature</i>	<i>Per Month Min</i>	<i>Per Month Max</i>
Call Forwarding	\$3.33	\$5.18
Call Waiting	\$4.23	\$6.58
Call Return	\$2.43	\$3.78
Call Redial	\$2.57	\$3.99
Three-Way Calling	\$3.33	\$5.18
Speed Dial 8	\$3.33	\$5.18
Speed Dial 30	\$5.04	\$7.84
Caller ID	\$3.42	\$5.32
Caller ID with Name	\$5.04	\$7.84
Caller ID Blocking	\$3.60	\$5.60
Voice Mail	\$2.25	\$3.50
Voice Mail including Deposits and Retrievals	\$5.40	\$8.40
Family Voice Mail	\$5.40	\$8.40
Family Voice Mail including Deposits and Retrievals	\$7.65	\$11.90

(R)(N)

Optional Features may also be purchased in the following discount packages:

Two (2) Features from above list at ten percent (10%) off of the combined rates.

Three (3) Features from above list at twenty (20%) off of the combined rates.

Four (4) Features or more from above list at twenty-five (25%) off of the combined rates.

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES (Cont'd.)

(D)

(D)

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES (Cont'd.)

8.3 OPTIMUM Telephone "Budget Plan" (T)

The "Budget Plan" is only available to Customers who choose OPTIMUM Regional Calling and OPTIMUM Long Distance. (C)

8.3.1 OPTIMUM Telephone "Budget Plan" Includes: (T)

- Access Line
- Touch Tone
- Choice of any three (3) Basic Optional Features contained in Section 8.3.2.3 (C)
- OPTIMUM Home Region Calling
- OPTIMUM Regional Calling
- OPTIMUM Long Distance Calling
- Verizon White Pages Listing (T)
- Retention of Existing Verizon Telephone Number (T)
- Access to Operator Services
- Access to Emergency Services

(D)  
(D)

8.3.2 Rates for OPTIMUM Telephone "Budget Plan"\* (T)

Monthly rates and per call rates apply to the OPTIMUM Telephone "Budget Plan." (C)

8.3.2.1 OPTIMUM Telephone "Budget Plan" Monthly Rate (T)

Min	Max	(C)
\$10.89	\$16.94	(R)

\* Interstate line charges may apply. Services not listed are available at the General Tariff Rate.

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES (Cont'd.)

8.3 OPTIMUM Telephone "Budget Plan" (Cont'd.) (T)

8.3.2 Rates for OPTIMUM Telephone "Budget Plan" (Cont'd.) (T)

8.3.2.2 Customers who select the OPTIMUM Telephone "Budget Plan" must choose one of the usage plans below. (C)

<i>Usage Plan</i>	<i>Min</i>	<i>Max</i>
100 calls per month	\$10.80	\$16.80
Each additional call beyond 100	\$0.11 per call	\$0.17 per call
200 call per month	\$19.80	\$30.80
Each additional call beyond 200	\$0.10 per call	\$0.15 per call
300 calls per month	\$27.00	\$42.00
Each additional call beyond 300	\$0.09 per call	\$0.14 per call

(R)

(R)

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES (Cont'd.)

8.3 OPTIMUM Telephone "Budget Plan" (Cont'd.) (T)

8.3.3 Rates for OPTIMUM Telephone "Budget Plan" (Cont'd.) (T)

8.3.2.3 Optional Features

- 1) Customers may select three of the following Basic Features, which are included in the monthly rate:

Call Forwarding	Call Return	Call Redial
Call Waiting	Three-way Calling	Speed Dialing 8
Caller ID	Voice Mail	Speed Dialing 30

- 2) Customers may order additional Basic Optional Features from the list in Section 8.3.2.3(1) at the rate of:

(R)

	<i>Per Month Min</i>	<i>Per Month Max</i>
Fourth Optional Basic Feature	\$0.99	\$1.54
Fifth or more Optional Basic Feature (Per Feature)	\$0.50	\$0.77

(R)

(M)

(M)

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES (Cont'd.)

8.3 OPTIMUM Telephone "Budget Plan" (Cont'd.) (T)

8.3.2 Rates for OPTIMUM Telephone "Budget Plan" (Cont'd.) (T)

8.3.2.3 Optional Features (Cont'd.) (N)

3) Customers may order Enhanced Optional Features at the following rates:

<b>Enhanced Feature</b>	<b><i>Per Month Min</i></b>	<b><i>Per Month Max</i></b>
Voice Mail including Deposits and Retrievals	\$3.60	\$5.60
Family Voice Mail	\$3.60	\$5.60
Family Voice Main including Deposits and Retrievals	\$5.85	\$9.10
Caller ID with Name	\$3.60	\$5.60
Caller ID Blocking	\$1.80	\$2.80

(N)

(H) Second Line Offer

Customers may obtain an additional line, including three (3) of the Basic Optional Features listed in Section 8.3.2.3(1) at the following rates: (C)  
(C)

	<b><i>Per Month Min</i></b>	<b><i>Per Month Max</i></b>
Additional Line	\$5.45	\$8.47

(R)

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES (Cont'd.)

8.4 OPTIMUM Telephone "Pay As You Go Plan"

(N)

The "Pay As You Go Plan" is only available to Customers who choose OPTIMUM Regional Calling and OPTIMUM Long Distance.

8.4.1 OPTIMUM Telephone "Pay As You Go Plan" Includes:

- Access Line
- Touch Tone
- Choice of any three (3) Basic Optional Features contained in Section 8.4.2.3
- OPTIMUM Home Region Calling
- OPTIMUM Regional Calling
- OPTIMUM Long Distance Calling
- Verizon White Pages Listing
- Retention of Existing Verizon Telephone Number
- Access to Operator Services
- Access to Emergency Services

8.4.2 Rates for OPTIMUM Telephone "Pay As You Go Plan"

Monthly rates and usage rates apply to OPTIMUM Telephone "Pay As You Go Plan."

8.4.2.1 OPTIMUM Telephone "Pay As You Go" Monthly Rate

<i>Min</i>	<i>Max</i>
\$10.89	\$16.94

(N)

\* Interstate line charges may apply. Services not listed are available at the General Tariff Rate.

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES (Cont'd.)

8.4 OPTIMUM Telephone "Pay As You Go Plan" (Cont'd.)

(N)

8.4.2 Rates for OPTIMUM Telephone "Pay As You Go Plan" (Cont'd.)

8.4.2.2 The following usage charges apply to the OPTIMUM Telephone "Pay As You Go Plan."

<i>Local Calling Rates</i>	<i>Per Minute</i>	
	<i>Min</i>	<i>Max</i>
Calls originating within Nassau and terminating within Nassau	\$0.07	\$0.11
<i>Regional Calling Rates</i>	<i>Per Minute</i>	
	<i>Min</i>	<i>Max</i>
Calls originating within Nassau and terminating to Suffolk (516) and New York City (212,718,917)	\$0.043	\$0.067
Calls originating within Nassau and terminating to 914 NPA (within New York Metro LATA 132)	\$0.043	\$0.067

(N)

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES (Cont'd.)

8.4 OPTIMUM Telephone "Pay As You Go Plan" (Cont'd.)

(N)

8.4.2 Rates for OPTIMUM Telephone "Pay As You Go Plan" (Cont'd.)

8.4.2.3 Optional Features

- 1) Customers may select three of the following Basic Features, which are included in the monthly rate:

Call Forwarding	Call Return	Call Redial
Call Waiting	Three-way Calling	Speed Dialing 8
Caller ID	Voice Mail	Speed Dialing 30

- 2) Customers may order additional Basic Optional Features from the list in Section 8.4.2.3(1) at the rate of:

	<i>Per Month Min</i>	<i>Per Month Max</i>
Fourth Optional Basic Feature	\$0.99	\$1.54
Fifth or more Optional Basic Feature (Per Feature)	\$0.50	\$0.77

(N)

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES (Cont'd.)

8.4 OPTIMUM Telephone "Pay As You Go Plan" (Cont'd.)

(N)

8.4.2 Rates for OPTIMUM Telephone "Pay As You Go Plan" (Cont'd.)

8.4.2.3 Optional Features

- 3) Customer may order Enhanced Optional Features at the following rates:

<b>Enhanced Feature</b>	<b><i>Per Month Min</i></b>	<b><i>Per Month Max</i></b>
Voice Mail including Deposits and Retrievals	\$3.60	\$5.60
Family Voice Mail	\$3.60	\$5.60
Family Voice Main including Deposits and Retrievals	\$5.85	\$9.10
Caller ID with Name	\$3.60	\$5.60
Caller ID Blocking	\$1.80	\$2.80

- 4) Second Line Offer

Customers may obtain an additional line, including three (3) of the Basic Optional Features listed in Section 8.4.2.3(1) at the following rates:

	<b><i>Per Month Min</i></b>	<b><i>Per Month Max</i></b>
Additional Line	\$5.45	\$8.47

(N)

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COMMUNICATIONS SERVICES

8. RESIDENTIAL RATES (Cont'd.)

8.5 Installation Rates for New Residential Telephone Service (C,M)

The following rates apply for installation of new residential telephone service:

	<i>Min</i>	<i>Max</i>	(N)
Installation of new residential telephone service	\$9.00	\$50.00	(N)

8.6 Charges for Restoration of Residential Telephone Service

In accordance with Section 5.5.2.7, Customers will be assessed the following reconnection fees:

When service is in “soft disconnect” mode, which occurs seventy-one (71) days after nonpayment and results in the suspension of in-bound and outbound local and regional services (911 service remains in place):

<i>Min</i>	<i>Max</i>
\$45.00	\$70.00

When service is in “full disconnect” mode, which occurs eighty-six (86) days after nonpayment and results in the termination of all services, including 911 services:

<i>Min</i>	<i>Max</i>
\$67.50	\$105.00

(N)

(N)

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COMMUNICATIONS SERVICES

9. OPERATOR SERVICES AND DIRECTORY ASSISTANCE (T)

(D)

(D)

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COMMUNICATIONS SERVICES

9. OPERATOR SERVICES AND DIRECTORY ASSISTANCE (Cont'd.)

(T)

(D)

(D)

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COMMUNICATIONS SERVICES

9. OPERATOR SERVICES AND DIRECTORY ASSISTANCE (Cont'd.) (T)

9.1 Directory Assistance (T)

Customers and Authorized Users of the Company's calling services (excluding 800 services), may obtain directory assistance in determining telephone numbers within New York by calling the Directory Assistance operator.

9.2 Directory Listings (T)

For Customers of the Company's IntraLATA calling services, there will be no charge for the listing of the Customer's main billing telephone. The Company shall arrange for the Customer's number in the directory(ies) published by the dominant Local Exchange Carrier. At a Customer's option, the Company will arrange for additional listings at the rates stated in Section 10.

9.3 Operator Services (N)

Operator Service calls may be placed on an intraLATA and an intrastate interLATA basis. The following types of Operator Assisted calls are offered:

- Station to Station Collect
- Person to Person Collect
- Third Number Billed
- Operator Dialed
- Operator Assisted General
- Operator Call Completion
- Busy Line Verification
- Busy Line Interrupt
- LEC Calling Card
- Coin Sent Paid

(N)

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COMMUNICATIONS SERVICES

10. OPERATOR SERVICES AND DIRECTORY ASSISTANCE RATES (T)

10.1 Operator Services Rates

(D)

10.1.1 Intrastate Calls

(D)

(C)

<i>Type Call</i>	<b>Charge Per Call</b>	
	<b>Min</b>	<b>Max</b>
Station to Station Collect	\$1.75	\$5.00
Person to Person Collect	\$3.50	\$5.00
Third Number Billed	\$1.50	\$5.00
Operator Dialed	\$0.75	\$5.00
Operator Assisted - General	\$1.75	\$5.00
Operator Call Completion	\$0.75	\$5.00
Busy Line Verification	\$3.75	\$5.00
Busy Line Interrupt	\$7.00	\$10.00
LEC Calling Card	\$0.45	\$5.00
Coin Sent Paid	\$0.25	\$5.00

(C)

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COMMUNICATIONS SERVICES

10. OPERATOR SERVICES AND DIRECTORY ASSISTANCE RATES (Cont'd.)

(T)

(D)

(D)

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COMMUNICATIONS SERVICES

10. OPERATOR SERVICES AND DIRECTORY ASSISTANCE RATES (Cont'd.) (T)

10.2 Directory Assistance Rates

	<b>Min</b>	<b>Max</b>
Intrastate Directory Assistance	\$0.45	\$5.00

10.2.1 Rates apply for each completed directly dialed Directory Assistance call except in the following circumstances:

- 1) Requests for telephone numbers of non-published services.
- 2) Customers with disabilities who are exempted as a reasonable accommodation associated with their disability. This exemption applies to calls billed to one residential telephone line per disabled Customer and applies to Directory Assistance calls for personal use only.
- 3) Calls for Directory Assistance from handicapped persons who have requested exemption for the Directory Assistance charge and who have been certified to the Company as being unable to use telephone directories because of a visual or physical handicap. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist, or a social agency that conducts programs for the handicapped in cooperation with an official agency of the State of New York or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.
- 4) Calls for Directory Assistance from persons who have requested exemption from the Directory Assistance charge because they are unable to use telephone directories due to a reading impairment. The method of exempting each Customer shall be via completion of a form.

(C)

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(C)

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COMMUNICATIONS SERVICES

10. OPERATOR SERVICES AND DIRECTORY ASSISTANCE RATES (Cont'd.)

10.3 Directory Listings

For Customers of the Company's calling services, there will be no charge for the listing of the Customer's main billing telephone number. The Company shall arrange for the Customer's number in the directory(ies) published by the dominant Local Exchange Carrier. (C)

Each additional listing	Non-Recurring		Monthly Recurring	
	Min	Max	Min	Max
	\$0.00	\$15.00	\$0.00	\$12.00

(C)

(D)

(D)

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## COMMUNICATIONS SERVICES

Gross Revenue Tax Surcharges

<i>Period</i>	<i>Services Provided For Resale*</i>	<i>IntraLATA Toll and RCP Service</i>	<i>All Other Services</i>
10/01/98	.7557%	3.8870%	4.1149%
01/01/2000	.7557%	3.0919%	3.3198%
07/01/2000+	.3764%	2.8273%	2.9405%

MTA Tax Surcharges

<i>Period</i>	<i>Services Provided For Resale*</i>	<i>IntraLATA Toll and RCP Service</i>	<i>All Other Services</i>
10/01/98+	.1277%	.6879%	.7263%

- \* To qualify for this rate, resellers must either be included in the list of resellers that the New York State Department of Taxation and Finance publishes called "Publication 41, Treatment of Sales for Resale under Sec. 186(e) of the Tax Law," or must possess and provide to the underlying carrier a copy of its Certificate of Public Convenience and Necessity obtained from the New York State Public Service Commission.

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## COMMUNICATIONS SERVICES

Local Utility Gross Revenue Surcharges

<i>Period Beginning</i>	<i>Telephone Services Provided for Resale</i>	<i>InterLATA Toll and RCP Services</i>	<i>All Other Services</i>
10/01/1998			
Tax Rate 1%	-	-	1.1132%
Tax Rate 2.35%	-	-	2.6542%
Tax Rate 3%	-	-	3.4122%

01/01/2000			
Tax Rate 1%	-	-	1.0916%
Tax Rate 2.35%	-	-	2.6021%
Tax Rate 3%	-	-	3.3450%

01/01/2001			
Tax Rate 1%	-	-	1.0101%
Tax Rate 2.35%	-	-	2.4066%
Tax Rate 3%	-	-	3.0928%

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## ADDENDUM B

BUSINESS RATES1. Dedicated Connection Port Charges\*

(a)

	<i>Monthly Recurring</i>	<i>Non-Recurring</i>
DS-0: First Port		
DOD Trunk Line	\$20.00	\$20.00
DID Trunk Line	\$55.00	\$20.00
DS-0: Additional Ports		
DOD Trunk Line	\$20.00	\$20.00
DID Trunk Line	\$55.00	\$20.00
DS-1: First Port		
DOD Trunk Line	\$100.00	N/A
DID Trunk Line	\$480.00	N/A
DS-1: Additional Ports		
DOD Trunk Line	\$100.00	N/A
DID Trunk Line	\$480.00	N/A
DS-3: First Port	N/A	N/A
DS-3: Additional Ports	N/A	N/A

Optional Calling Features

Caller ID	\$7.50
Six way conferencing	\$8.00

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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## ADDENDUM B

BUSINESS RATES (Cont'd.)1. Dedicated Connection Port Charges\* (Cont'd.)(b) Direct Inward Dialing Stations

<i>DID Stations</i>	<i>Monthly Recurring</i>
Each group of 20	\$ 3.65
Each group of 100	\$18.25

(c) Enhanced Dedicated Connection Service

<i>DID Stations</i>	<i>Monthly Recurring</i>
Per DS-0	\$ 5.00
Per DS-1	\$75.00

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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## ADDENDUM B

BUSINESS RATES (Cont'd.)2. Service Commitment Period\*

Minimum Service Term: six (6) months

3. Volume Discount Plan\*

Discounts are based on incremental dollars within each level indicated below.

<i>Monthly Billing</i>	<i>Percentage Discount</i>
\$ 500 to \$1,999	.05
\$ 2,000 to \$3,000	.07
\$3,001 to \$5,000	.10
\$5,001 to \$10,000	.12
\$10,001 to \$20,000	.15
\$20,001 and above	ICB

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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## ADDENDUM B

BUSINESS RATES (Cont'd.)4. Lightpath Regional Calling Service - - Day Period Charges\* (Cont'd.)c) Western Suffolk Originated Calls

<b>Over Company Provided Ports</b>		
<i>Call Destination</i>	<i>Initial Minute</i>	<i>Each Add'l Minute</i>
New York City	\$0.115	\$0.05
Nassau	\$0.115	\$0.035
Eastern Suffolk	\$0.115	\$0.04
Lower Westchester	\$0.115	\$0.06
Upper Westchester	\$0.115	\$0.07
Rockland	\$0.115	\$0.07

d) Eastern Suffolk Originated Calls

<b>Over Company Provided Ports</b>		
<i>Call Destination</i>	<i>Initial Minute</i>	<i>Each Add'l Minute</i>
New York City	\$0.115	\$0.06
Nassau	\$0.115	\$0.05
Western Suffolk	\$0.115	\$0.035
Lower Westchester	\$0.115	\$0.07
Upper Westchester	\$0.115	\$0.08
Rockland	\$0.115	\$0.08

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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## ADDENDUM B

BUSINESS RATES (Cont'd.)4. Lightpath Regional Calling Service - - Day Period Charges\* (Cont'd.)e) New York City Originated Calls

<b>Over Company Provided Ports</b>		
<i>Call Destination</i>	<i>Initial Minute</i>	<i>Each Add'l Minute</i>
Nassau	\$0.115	\$0.035
Eastern Suffolk	\$0.115	\$0.07
Western Suffolk	\$0.115	\$0.05
Lower Westchester	\$0.115	\$0.04
Upper Westchester	\$0.115	\$0.06
Rockland	\$0.115	\$0.07

f) Evening & Night Period Discount

Evening	40%
Night	65%

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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## ADDENDUM B

BUSINESS RATES (Cont'd.)5. Lightpath Local and Regional Calling Services\*a) Lightpath Advantage Plans

	<b>1 Year Term</b>	<b>2 Year Term</b>	<b>3 Year Term</b>
Local (1 <sup>ST</sup> 3 minutes)	\$0.068	\$0.065	\$0.061
(Additional minutes)	\$0.012	\$0.011	\$0.010
Regional (1st minute)	\$0.07	\$0.067	\$0.063
(Additional minutes billed in 6 second increments)	\$0.050	\$0.045	\$0.040
Volume Discounts for Local and Regional Calls only			
	<b>Mo. Usage</b>	<b>Discount</b>	
	\$500-\$2,499	5%	
	\$2,500-\$7,499	10%	
	\$7,500-\$9,999	15%	
	\$10,000 or more	20%	

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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ADDENDUM B

BUSINESS RATES (Cont'd.)

5. Lightpath Local and Regional Calling Services\* (Cont'd.)

b) Intrastate InterLATA Service \$0.07

Calls are billed with an eighteen (18) second minimum with six (6) second rounding.

6. Centrex Service\*

Per line rates of 5 to 99 lines. For arrangements in excess of 99 lines, pricing will be on an ICB basis.

	<u>Non-recurring Charge</u>	<u>Monthly Rate</u>
Participant Station Rates Per Station	\$20.00	\$20.00

7. Foreign Exchange\*

	<u>Per Mile</u>	<u>Fixed Mileage</u>
Per DS-0	\$1.00	\$32.00
Per DS-1	\$3.00	N/A

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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## ADDENDUM B

BUSINESS RATES (Cont'd.)

8.	<u>Call ReDirect DID*</u>	
	1 Year	\$100.00
	2 Year	\$ 75.00
	3 Year	\$ 50.00
	Installation	\$ 25.00
	Re-establishment Charge	\$ 25.00

Usage charges for re-directed calls will apply.

9. Switched Toll Free Services\*

<b>Toll Free Product</b>	<b>Rate</b>
Toll Free Recurring Charge Per Toll Free Routing Arrangement	\$10.00
Intrastate	\$0.065 per minute
Area Code Routing Feature	No Charge
Exchange Routing Feature	No Charge
Time Manager Feature	No Charge
Day Manager Feature	No Charge
Blocking Feature	No Charge
Quick Call Allocator Feature	No Charge
Call Prompter Feature	\$.10/per announcement played
Select Routing Feature	\$25.00/per routing plan
Directory Assistance	No Charge
Payphone Surcharge	No Charge

All Toll Free calls are billed with an eighteen (18) second minimum and six (6) second increments.

Toll Free Dedicated Services are offered on an ICB only basis.

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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## ADDENDUM B

BUSINESS RATES (Cont'd.)10. Account Codes and Authorization Codes\*A. Account Codes1. Monthly Rental

Selective Account Codes Feature	\$25.00
Forced Account Codes Feature	\$75.00
Charge per Account Code	\$0.50

2. Installation

Account Code Feature activation	\$25.00
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B. Authorization Codes1. Monthly Rental

Authorization Code Feature	\$25.00
Charge per Authorization Code	\$0.50

Optional Feature Authorization Code Local Call Listing	\$75.00
--	---------

2. Non-Recurring Charge

Authorization Code Feature	\$25.00
Activation fee per code	\$1.00
Each subsequent addition of Authorization Code or Local Call Listing	\$10.00

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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## ADDENDUM B

BUSINESS RATES (Cont'd.)11. Teleconferencing\*

All Teleconferencing rates are subject to one minute rounding.

<b>Type of Call</b>	<b>Min</b>
Operator-Dialed Calls	\$0.35/ per minute per person
Operator Assisted Toll Free Dial-In Calls	\$0.25/per minute per person
Operator Assisted Caller-Paid Dial-In Calls	\$0.25/per minute per person
Automated Toll Free Dial-In Calls	\$0.25/per minute per person
Automated Caller-Paid Dial-In Calls	\$0.25/per minute per person
Automated Toll Free Dial-In Reservationless	\$0.25/per minute per person
Automated Caller-Paid Dial-In Reservationless	\$0.25/per minute per person

No Show Charges: Changes and cancellations may be made up to thirty (30) minutes prior to the scheduled start time of the call. Calls not cancelled within this time period will be billed for the first thirty (30) minutes of the conference multiplied by the number of ports reserved.

12. Switched Digital Service\*

<b>Area</b>	<b>Initial 30 Seconds</b>	<b>6 Second Increment</b>
Intrastate InterLATA	\$0.1250	\$0.0250

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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Issued By: Lee Schroeder  
Cablevision Lightpath, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714-3581

ADDENDUM B

BUSINESS RATES (Cont'd.)

13. Directory Assistance Rates

T

A Directory Assistance call charged to a calling card or commercial calling card or a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance.

	<b>Rate</b>
Intrastate Directory Assistance	\$1.25

14. Operator Service Rates

T

<b>Type of Call</b>	<b>Rate</b>
Station to Station Collect	\$1.75
Person to Person Collect	\$3.50
Third Number Billed	\$1.50
Operator Dialed	\$0.75
Operator Assisted – General	\$1.75
Operator Call Completion	\$0.75
Busy Line Verification	\$3.75
Busy Line Interrupt	\$7.00
LEC Calling Card	\$0.45
Coin Sent Paid	\$0.25

15. Directory Listings Rates

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	<b>Non-Recurring</b>	<b>Monthly Recurring</b>
Each Additional Listing	\$10.00	\$4.40

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Issued By: Leo Maese  
 Cablevision Lightpath, Inc.  
 1111 Stewart Avenue  
 Bethpage, NY 11714-3581

## ADDENDUM B

BUSINESS RATES (Cont'd.)16. Calling Card Rates\*

Billed in one minute increments. There are no surcharges associated with the Company's Calling Card calls.

<b>Area</b>	<b>Rate</b>
Intrastate New York	\$0.18
Calling Card Directory Assistance	\$0.30

17. Business Line Rates\*Monthly Rental

1 Year	\$20.00
2 Year	\$18.00
3 Year	\$16.00

Basic Feature Package

1 Year	\$4.00
2 Year	\$3.00
3 Year	\$2.00

Premium Feature Package

1 Year	\$8.00
2 Year	\$6.00
3 Year	\$4.00

Installation

Business Line	\$20.00
Feature *	\$10.00

\* These products and features are available to any Customer in its existing location whose original service was installed prior to 12/31/04. Any Customer ordering service after 4/1/05 may purchase the Company's Internet Voice Bundle Service.

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Bethpage, NY 11714-3581



## ADDENDUM B

BUSINESS RATES (Cont'd.)18. Maintenance and Repair Charges

Customer Provided Equipment Service Charge	\$190.00
Technician Standby Charge	\$95.00 (per hour/per technician)

19. Caller ID with Name Delivery for Primary Rate Interface

## Monthly Rental (per ISDN-PRI)

1 Year Contract	\$60.00
2 Year Contract	\$50.00
3 Year Contract	\$40.00

Installation (per ISDN-PRI) \$75.00

20. Lightlink Service

	DOD Service	DID Service	Two-Way Service	DID Numbers Group of 20 numbers	DID Numbers Group of 100 numbers
1 Year	\$800.00	\$850.00	\$825.00	\$3.65	\$18.25
2 Year	\$720.00	\$765.00	\$743.00	\$3.29	\$16.43
3 Year	\$640.00	\$680.00	\$660.00	\$2.92	\$14.60

Installation for DOD Service, DID Service, and Two-Way Service: \$750.00

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1111 Stewart Avenue  
Bethpage, NY 11714-3581

## ADDENDUM B

BUSINESS RATES (Cont'd.)21. Metro Ethernet ServicesMetro E-Line Protection Plus Service Recurring Charges

	<u>One-Year Term</u>	<u>Two-Year Term</u>	<u>Three-Year Term</u>
<b><u>10 Mbps</u></b>	\$1788	\$1645	\$1430
<b><u>20 Mbps</u></b>	\$2681	\$2467	\$2145
<b><u>50 Mbps</u></b>	\$2965	\$2720	\$2365
<b><u>100 Mbps</u></b>	\$4000	\$3680	\$3200
<b><u>150 Mbps</u></b>	\$4813	\$4428	\$3850
<b><u>300 Mbps</u></b>	\$7219	\$6641	\$5775

Network Line Tags

Bundle of 5 (2 bundles maximum): \$15.00

Two (2) Bundles of 5: \$25.00

Metro E-LAN Protection Plus Service Recurring Charges

	<u>One-Year Term</u>	<u>Two-Year Term</u>	<u>Three-Year Term</u>
<b><u>10 Mbps</u></b>	\$975	\$897	\$780
<b><u>20 Mbps</u></b>	\$1478	\$1359	\$1182
<b><u>50 Mbps</u></b>	\$1613	\$1484	\$1290
<b><u>100 Mbps</u></b>	\$2254	\$2073	\$1803
<b><u>150 Mbps</u></b>	\$2708	\$2491	\$2166
<b><u>300 Mbps</u></b>	\$4061	\$3736	\$3249

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1111 Stewart Avenue  
Bethpage, NY 11714-3581

## ADDENDUM B

BUSINESS RATES (Cont'd.)21. Metro Ethernet Services (Cont'd.)**E-LAN Locations**

Minimum of three (3) locations; maximum of five (5) locations:  
\$100 per month, per location

**Non-Recurring Charges for Metro Ethernet Services**

<b><u>10 Mbps</u></b>	\$400.00
<b><u>20 Mbps</u></b>	\$400.00
<b><u>50 Mbps</u></b>	\$1000.00
<b><u>100 Mbps</u></b>	\$1000.00
<b><u>150 Mbps</u></b>	\$1000.00
<b><u>300 Mbps</u></b>	\$1000.00

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## ADDENDUM B

BUSINESS RATES (Cont'd.)22. Internet Voice Bundle Service**Three-Year Term**

Usage Level	10 Mbps Protection Plus	50 Mbps Protection Plus	100 Mbps Protection Plus	150 Mbps Protection Plus	300 Mbps Protection Plus
50,000 MOU	\$2750	\$4250	\$6400	N/A	N/A
100,000 MOU	\$3750	\$4700	\$6850	\$9000	\$13,250
250,000 MOU	N/A	\$7385	\$8,550	\$10,700	\$14,850

**Two-Year Term**

Usage Level	10 Mbps Protection Plus	50 Mbps Protection Plus	100 Mbps Protection Plus	150 Mbps Protection Plus	300 Mbps Protection Plus
50,000 MOU	\$2888	\$4463	\$6720	N/A	N/A
100,000 MOU	\$3938	\$4935	\$7193	\$9450	\$13,913
250,000 MOU	N/A	\$7755	\$8978	\$11,235	\$15,593

**One-Year Term**

Usage Level	10 Mbps Protection Plus	50 Mbps Protection Plus	100 Mbps Protection Plus	150 Mbps Protection Plus	300 Mbps Protection Plus
50,000 MOU	\$3025	\$4675	\$7040	N/A	N/A
100,000 MOU	\$4125	\$5170	\$7535	\$9900	\$14,575
250,000 MOU	N/A	\$8124	\$9405	\$11,770	\$16,335

**Month-to-Month Term**

Usage Level	10 Mbps Protection Plus	50 Mbps Protection Plus	100 Mbps Protection Plus	150 Mbps Protection Plus	300 Mbps Protection Plus
50,000 MOU	\$3300	\$5100	\$7680	N/A	N/A
100,000 MOU	\$4500	\$5640	\$8220	\$10,800	\$15,900
250,000 MOU	N/A	\$8862	\$10,260	\$12,840	\$17,820

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## ADDENDUM B

BUSINESS RATES (Cont'd.)22. Internet Voice Bundle Service (cont'd.)

Per minute rate beyond the MOU limitation selected by the Customer:

\$0.025 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.

<b>Usage Level</b>	<b>Installation</b>
10Mbps/50,000 MOU	\$2000
50Mbps/50,000 MOU	\$2000
50Mbps/50,000 MOU	\$2000
100Mbps/50,000 MOU	\$2000
100Mbps/100,000 MOU	\$2000
100Mbps/250,000 MOU	\$2000
150Mbps/100,000 MOU	\$3000
150Mbps/250,000 MOU	\$3000
300Mbps/100,000 MOU	\$3000
300Mbps/250,000 MOU	\$3000

## Non-Recurring Rates for the Addition of Voice Products or Other Changes

Additional Business Line:	\$10.00
Additional Lightlink or ISDN-PRI:	\$100.00
Port Speed Change:	\$100.00

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ADDENDUM D

A. SERVICES INELIGIBLE FOR SCHOOLS AND LIBRARIES DISCOUNT

1. Voice Mail Services

2. SCHOOLS AND LIBRARIES DISCOUNT MATRIX

<u>HOW DISADVANTAGED</u>	<u>% DISCOUNT LEVEL</u>	
	<u>Urban discount</u>	<u>Rural discount</u>
% of students eligible for national school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

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Cablevision Lightpath, Inc.  
Director of Government Affairs  
1111 Stewart Avenue  
Bethpage, New York 11714-3581

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ADDENDUM E

The following information is provided in accordance with NY PSC rules outlining the terms and conditions of a special pricing arrangement entered into by CLI and its Customer.

**LATA(s) in Which Customer Is Located:** LATA No. 132

**Type of Switch:** Lucent 5E14

**Distance from Central Office to Customer:<sup>1/</sup>** Minimum: 0.5 miles  
Maximum: 22 miles

**The Number of Lines (Circuits) Being Used:** 340,000 DS0 lines

**The Length of Contract:** Minimum: 5 years  
Maximum: 15 years

**Services and Rates:<sup>2/</sup>**

I. Data Services

An option of fixed or bandwidth scalable access services is available. Each option includes a fixed base rate and installation charge. In addition, the bandwidth scalable option includes a base rate and usage charges. Volume discounts may apply.

A. Fixed Services

	Base Rate	Installation <sup>3/</sup>
DS-1	\$425	\$200
DS-3	\$3,400	\$375
OC-3	\$5,800	\$500
OC-12	\$8,000	\$1,000
OC-48	\$16,000	\$1,500

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<sup>1/</sup> There will be 111 Customer locations. This reflects the minimum and maximum distances from the central office to the numerous Customer locations.

<sup>2/</sup> Rates are per month unless specified otherwise.

<sup>3/</sup> Installation fees may be waived depending on installation date.

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Cablevision Lightpath, Inc.  
Director of Government Affairs  
1111 Stewart Avenue  
Bethpage, New York 11714-3581

I. Data Services (Cont'd.)

B. Scalable Access Services

1. Base Rate

	Base Rate	Installation <sup>4/</sup>
DS-1	\$235	\$200
DS-3	\$2,000	\$375
OC-3	\$3,300	\$500
OC-12	\$4,700	\$1,000
OC-48	\$11,400	\$1,500

2. Usage Charges

PVC - CBR Price/Mbps per Termination	\$28
PVC-VBR Price/Mbps per Termination	\$20
SVC-CBR1 Price per Call	\$60
SVC-VBR1 Price per Call	\$30

<sup>4/</sup> Installation fees may be waived depending on installation date.

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II. Voice Services

A. Base Rates

Services	Prices	Installation <sup>5/</sup>
Centrex <sup>6/</sup>	\$10-16 per line	\$20-32 per line
DOD	\$325	\$750
DID	\$400	\$750
ISDN BRI	\$22	\$750
ISDN PRI	\$400	\$750

Volume discounts of 10-30% may apply.

B. Usage Rate

Services	Initial Charge	Rate (per minute)
Local	\$.0648	\$.010
New York State	\$.0765	\$.050
Inbound Toll Free	N/A	\$.085

Time of day discounts of 40-65% may apply.

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<sup>5/</sup> Installation fees may be waived depending on installation date.

<sup>6/</sup> The cost of a Centrex line includes 63 standard features.

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III. Centrex Features

Feature	Rate
Automatic Call Distribution	\$65 per work station
Conference 6 – Way	\$50 per bridge <sup>7/</sup>

IV. Other Services

Service	Rate
Calling Card Calls	\$0.15 per minute
Call Processing (Automated Attendant)	\$10 per month
MACSTAR Access	\$132.50 per Centrex group, plus \$20 per line entry (day), or \$30 per line entry (overtime), or \$40 per line entry (weekend/holiday)
Unified Messaging	\$8 per box per month
Virtual Line	\$5 per line per month
Voice Mailbox	\$2 per box per month
Managed Teleconferencing	\$15 per call set-up, plus \$0.60 per minute per participant

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<sup>7/</sup> The first five bridges are included with the Centrex Service.

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ADDENDUM F

RESIDENTIAL RATES

1. OPTIMUM Telephone "A La Carte Plan"

**Monthly Rate:** \$6.00

**Usage Rates:**

<i>Local Calling Rates</i>	<i>Per Call</i>
Calls originating within Nassau and terminating within Nassau	\$0.08
<i>Regional Calling Rates</i>	<i>Per Minute</i>
Calls originating within Nassau and terminating to Suffolk (516) and New York City (212,718,917)	\$0.048
Calls originating within Nassau and terminating to 914 NPA (within New York Metro LATA 132)	\$0.048

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1111 Stewart Avenue  
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ADDENDUM F

RESIDENTIAL RATES (Cont'd.)

1. OPTIMUM Telephone "A La Carte Plan" (Cont'd.)

**Optional Features:**

<i>Optional Feature</i>	<i>Per Month</i>
Call Forwarding	\$3.70
Call Waiting	\$4.70
Call Return	\$2.70
Call Redial	\$2.85
Three-Way Calling	\$3.70
Speed Dial 8	\$3.70
Speed Dial 30	\$5.60
Caller ID	\$3.80
Caller ID with Name	\$5.80
Caller ID Blocking	\$4.00
Voice Mail	\$2.50
Voice Mail including Deposits and Retrievals	\$6.00
Family Voice Mail	\$6.00
Family Voice Mail including Deposits and Retrievals	\$8.50

**Second Lines:        \$6.00**

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ADDENDUM F

RESIDENTIAL RATES (Cont'd.)

2. OPTIMUM Telephone "Budget Plan"

**Monthly Rate:** \$12.10

**Usage Rates:**

<i>Usage Plan</i>	<i>Min</i>
100 calls per month	\$12.00 per month
Each additional call beyond 100	\$0.12 per call
20 call per month	\$22.00 per month
Each additional call beyond 200	\$0.11per call
300 calls per month	\$30.00 per month
Each additional call beyond 300	\$0.10 per call

**Additional Optional Basic Features:**

	<i>Per Month</i>
Fourth Feature	\$1.10
Fifth or more Feature (Per Feature)	\$0.55

**Optional Enhanced Features:**

	<i>Per Month</i>
Voice Mail including Deposits and Retrievals	\$4.00
Family Voice Mail	\$4.00
Family Voice Mail including Deposits and Retrievals	\$6.50
Caller ID with Name	\$4.00
Caller ID Blocking	\$2.00

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ADDENDUM F

RESIDENTIAL RATES (Cont'd.)

2. OPTIMUM Telephone "Budget Plan" (Cont'd.)

**Second Lines:** \$6.05

3. OPTIMUM Telephone "Pay As You Go Plan"

**Monthly Rate:** \$12.10

**Usage Rates:**

<i>Local Calling Rates</i>	<i>Per Call</i>
Calls originating within Nassau and terminating within Nassau	\$0.08
<i>Regional Calling Rates</i>	<i>Per Minute</i>
Calls originating within Nassau and terminating to Suffolk (516) and New York City (212,718,917)	\$0.048
Calls originating within Nassau and terminating to 914 NPA (within New York Metro LATA 132)	\$0.048

**Additional Optional Basic Features:**

	<i>Per Month</i>
Fourth Feature	\$1.10
Fifth one or more Feature (Per Feature)	\$0.55

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ADDENDUM F

RESIDENTIAL RATES (Cont'd.)

3. OPTIMUM Telephone "Pay As You Go Plan" (Cont'd.)

**Optional Enhanced Features:**

	<i>Per Month</i>
Voice Mail including Deposits and Retrievals	\$4.00
Family Voice Mail	\$4.00
Family Voice Mail including Deposits and Retrievals	\$6.50
Caller ID with Name	\$4.00
Caller ID Blocking	\$2.00

**Second Lines:** \$6.05

4. Installation for New Residential Telephone Service

**Installation:** \$0.00

5. Charges for Restoration of Residential Telephone Service

**Soft Disconnect:** \$50.00

**Full Disconnect:** \$75.00

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