

REGULATIONS AND SCHEDULE OF CHARGES APPLYING TO INTRALATA LOCAL
EXCHANGE TELEPHONE SERVICES WITHIN THE COMMONWEALTH OF VIRGINIA

This tariff is on file with the Virginia State Corporation Commission and can be viewed at their Division of Communications located in the Tyler Building - 9th Floor, 1300 East Main Street, Richmond, Virginia 23219. In addition, this tariff is available for review at the Company's principal place of business, Monday-Friday, 9:00AM - 5:00 PM, local time located at 1500 MacCorkle Avenue, SE, Charleston, WV 25314.

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GENERAL REGULATIONS TARIFF
S.C.C.-Va.-No. 1

Frontier Communications of Virginia, Inc.

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*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.

GENERAL REGULATIONS TARIFF
S.C.C.-Va.-No. 1

Frontier Communications of Virginia, Inc.

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GENERAL REGULATIONS

A. APPLICATION OF TARIFF

1. The General Regulations specified herein govern the furnishing of intrastate intraLATA* communications services by Frontier Communications of Virginia, Inc. and are in addition to regulations and rates set forth in the following tariffs of the Telephone Company:

<u>Title</u>	<u>Tariff No.</u>
Channel Services	S.C.C.-Va.-No. 4
Connection With Telephone Company Facilities	S.C.C.-Va.-No. 5
General Services	S.C.C.-Va.-No. 3
Local Exchange Services	S.C.C.-Va.-No. 2
Long Distance Services	S.C.C.-Va.-No. 9
Miscellaneous Service Arrangements	S.C.C.-Va.-No. 11
Optional Calling Plans	S.C.C.-Va.-No. 5

2. The LATAs* and their associated exchanges within which the Telephone Company provides intra-state communications services are as follows:

- a. Charleston, W. Va. LATA

Crows - Hematite

* Local Access and Transport Area

GENERAL REGULATIONS

B. EXPLANATION OF SYMBOLS

The following symbols apply to this tariff and the tariffs shown in paragraph A. preceding:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate, regulation or text.
- (I) - To signify increase in rate.
- (N) - To signify a new rate, regulation or text.
- (O) - To signify a rate, regulation or text transferred to obsolete tariff section.
- (R) - To signify reduction in rate.
- (T) - To signify a change in text but no change in rate or regulation.
- (LA-) - To signify limited availability. See Section 3 of this tariff.
- (X) - To signify move from one page to another with no change in rate, regulation or text.

C. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application of Service

The Telephone Company reserves the right to require applications for service to be made in writing. Upon the acceptance of an application for service, all the applicable provisions in the Telephone Company's tariffs lawfully on file become the contract between the customer and the Telephone Company. Requests for additional service and requests for changes in service shall be from the customer of the service and, upon acceptance thereof by the Telephone Company, shall, become a part of the original contract, except that each item of additional service so provided is subject to the appropriate initial contract period. Any change in rates or regulations authorized by legally constituted authorities effects a modification of all contracts for service to that extent, without further notice.

When an application or request for service, including additions and changes, is canceled or changed in whole or in part before service is established, the customer may be required to reimburse the Telephone Company for all costs incurred in connection with that part of the application or request, including additions and changes, which is canceled or changed, except as otherwise specified in the Telephone Company's applicable tariffs. The charge to the customer shall not exceed the charges which would apply if the service had been established or originally ordered and then terminated, subject to the regulation pertaining to Initial Contract Periods and Termination of Service.

The Telephone Company reserves the right to refuse service to applicants previously having service terminated for reasons specified in the regulation entitled Cancellation for Cause until all charges due have been paid and all violations have ceased.

GENERAL REGULATIONS

C. ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

2. Availability of Facilities

The Telephone Company's obligation to furnish service or continue to furnish service is dependent upon its ability to obtain, retain and maintain without unreasonable expense, suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of Long Distance and Local Exchange Telephone Service shall take precedence over all other types of service.

3. Construction Charges

The rates and charges quoted in the tariffs of the Telephone Company provide for the furnishing of service and facilities where suitable plant facilities are available or when the construction of the necessary facilities does not involve excessive costs.

When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in the Construction Charges section of this Company's General Services Tariff, except as otherwise specified in the Telephone Company's applicable tariffs.

4. Initial Contract Periods and Termination of Service

a. Initial Contract Periods

- (1) The initial contract period for all services will be one month except as otherwise specified in the Telephone Company's applicable tariffs.
- (2) For the purpose of administering this regulation and all other applicable regulations and rates of the Telephone Company's tariffs, every month is considered to have thirty days.
- (3) Initial contract periods begin on and include the day following the establishment of service.
- (4) Where the initial contract period for service is more than one month and a termination charge is included in the schedule of rates, the initial contract period, in months, is specified in parenthesis following the termination charge, e.g., (60).

GENERAL REGULATIONS

C. ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

4. Initial Contract Periods and Termination of Service (Cont'd)

b. Termination of Service

(1) Service may be terminated prior to the expiration of the initial contract period after the Telephone Company has been notified a reasonable period in advance by the customer. The Telephone Company may require notification to be in writing. Upon such termination, the customer shall be responsible for the payment of all charges due for the period service has been rendered in addition to the payment of charges applicable as determined below:

(a) In the case of service for which the initial contract period is one month - the charges due for the balance of that month.

(b) In the case of service which the initial contract period is more than one month - the charges due are as determined below except as otherwise specified in the Telephone Company's applicable tariffs:

(I) Where the service is subject to a minimum revenue guarantee - the charges due for the unexpired portion of the contract period.

(II) Where a termination charge is specifically included in the schedule of rates for service at the same location - such proportion of the termination charge as the unexpired portion of the initial contract period bears to the full initial contract period.

(III) Where a termination charge is not specifically included in the schedule of rates for service at the same location - such proportion of the sum of the cost of installing and removing the service plus the cost of nonsalvageable material, as the unexpired portion of the initial contract period bears to the full initial contract period, not to exceed a sum equivalent to the monthly charges for the unexpired portion of the initial contract period.

The charges due, as specified in (I), (II) and (III) preceding, apply to the same customer at the same location. Any equipment rearrangements or additions are subject to the rates and charges as provided for in this Company's applicable tariff. In cases where equipment left in place at a customer's location is reconnected with the initial establishment of service without a move or change in that equipment, a new initial contract period will be one month for such equipment.

GENERAL REGULATIONS

C. ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

4. Initial Contract Periods and Termination of Service (Cont'd)

b. Termination of Service

(1) (Cont'd)

(c) Where a portion of a system is discontinued, termination charges apply for the items of equipment discontinued as though they were the last of their kind installed.

- (2) Service may be terminated subsequent to the expiration of the initial contract period after the Telephone Company has been notified a reasonable period in advance by the customer. The Telephone Company may require notification to be in writing. Upon such termination the customer shall be responsible for the payment of all charges due up to and including the date of termination of the service.

In connection with Message Rated Service, the message unit allowance is the pro rata portion of the monthly allowance with message units used in excess of the pro rata allowance being charged for at the rate of additional message units.

- (3) With the written permission of the Telephone Company, existing service and equipment may be transferred from one customer to another customer without a lapse in the rendition of service. Such transfers are not considered termination of service and associated initial contract periods remain unaffected.
- (4) Early termination charges will not be assessed on voice grade services, when a customer changes or upgrades service to an advanced technology, within the Company or its affiliates, under a term commitment provided the following conditions are met:
- (a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,
- (b) The Company or its affiliates provides both the existing and the new service via tariff, similar documents, commercial agreements or on an individual case basis (ICB), and
- (c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company or its affiliates at the same time.

GENERAL REGULATIONS

C. ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

5. Floor Space, Power and Operations at the Customer's Rate Demarcation Point

The customer is responsible for the provision and maintenance, at the customer's expense, of all space and floor arrangements including such factors as heating and cooling, air conditioning, ventilation, humidity control, dust control, etc., required at the customer's Rate Demarcation Point for communication facilities provided by the Telephone Company in connection with services furnished the customer by the Telephone Company. Any power and power outlets required for the operation of such facilities shall be provided by, and at the expense of, the customer.

The Company may provide an Uninterruptible Power Supply (UPS) including a battery backup, at the Customer's premises at a location near the Rate Demarcation Point. The Company will install, maintain and repair the UPS except for the battery which shall be the responsibility of the Customer to maintain, repair and replace.

All operations required for the use of communications facilities provided by the Telephone Company at the customer's Rate Demarcation Point will be performed at the expense of the customer, and will conform with the rules and regulations which the Telephone Company may adopt to maintain a proper standard of service.

GENERAL REGULATIONS

C. ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

6. Provision and Ownership of Equipment and Facilities

Equipment and facilities necessary for the provision of service are furnished by the Telephone Company, except as otherwise specified in the Telephone Company's applicable tariffs. Such equipment and facilities located on the premises/property of a customer, authorized user, or Telephone Company agent, are the property of the Telephone Company, whose employees and agents may enter said premises/property at any reasonable hour to install, inspect or repair equipment and facilities, to make collections from coin boxes, or upon termination or cancellation of service, to remove such equipment and facilities.

Equipment and facilities furnished by the Telephone Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected. In case of damage, loss, theft, or destruction of any of the Telephone Company's property due to the negligence or willful act of the customer or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the customer, the customer shall be required to pay the expense incurred by the Telephone Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

7. Installation, Maintenance and Repairs

The Telephone Company undertakes to install, maintain and repair the equipment and facilities which it furnishes to customers. All ordinary expense of installation, maintenance and repair in connection with service furnished by the Telephone Company is borne by the Company except as otherwise specified in the Telephone Company's applicable tariffs.

The customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by the Telephone Company or permit others to do so, except upon the written consent of the Telephone Company or as otherwise specified in the Telephone Company's applicable tariffs.

8. Overtime and Expediting Charges

The rates and charges specified in the Telephone Company's tariffs contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours and within normal work intervals. Whenever a customer requests that work necessarily required in the furnishing or rearranging of the customer's service be performed outside the Telephone Company's regular working hours; or that the Telephone Company expedites the installation or rearrangement of service; or that work once begun be interrupted, so that the Telephone Company incurs costs that would not otherwise have been incurred, the customer may be required to pay, in addition to the other rates and charges specified in the Telephone Company's applicable tariffs, the amount of additional costs incurred by the Company as a result of the customer's special requirements.

GENERAL REGULATIONS

C. ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

9. Provision and Ownership of Telephone Numbers

The customer has no property right to the telephone number or any other call number designation associated with services furnished by the Telephone Company, and no right to the continuance of service through any particular central office. The Telephone Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the customer, whenever the Telephone Company deems it necessary to do so in the conduct of its business.

10. Provision and Ownership of Directories

Directories are furnished by the Telephone Company to customers as an aid to the use of the service. The Telephone Company may request that such directories be returned to the Company when new directories are issued. The Telephone Company will furnish to its customers without charge, such directories as it deems necessary for the efficient use of the service.

The Telephone Company reserves the right to charge customers for directories covering other than their primary directory area.

11. Special Equipment and Service Arrangements

The rates and charges quoted in the tariffs of the Telephone Company contemplate the use of service, arrangements, equipment and facilities in quantities and types regularly furnished by the Telephone Company. Where equipment, facilities, or service arrangements are requested which are not provided for in the Telephone Company's applicable tariffs, rates and charges will apply based on the circumstances in each case, whenever in the judgment of the Telephone Company it is practicable to provide the service requested. In such cases, the Telephone Company reserves the right to require an initial contract period longer than one month at the same location.

12. Alterations on the Customer's Premises

The customer shall notify the Telephone Company, a reasonable period in advance, whenever alterations or new construction on premises occupied by the customer necessitate changes in the Telephone Company's equipment and facilities. When charges for such changes in equipment and facilities are not provided for in the Telephone Company's applicable tariffs, the customer may be required to reimburse the Telephone Company for any costs incurred in connection with the changes of equipment and facilities.

GENERAL REGULATIONS

C. ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

13. Network Interface

- a. Simple Services (effective for new installation on or after May 1, 1984)

Simple services include Local Exchange Service and Wide Area Telephone Service, not associated with common equipment or data equipment.

- (1) In a building occupied by one customer, the network interface will be installed outside of the building, where practicable, at a location determined by the Telephone Company which is accessible to the customer.
- (2) In a building occupied by more than one customer, where practicable, the network interface will be located at one point per building or property at a location determined by the Telephone Company and accessible to the customers.

- b. All Other Services

- (1) The network interface will be located at the Rate Demarcation Point of the building or property, as determined by the Telephone Company, and accessible to the customer.

14. Changes in Wire Center Boundaries

The Telephone Company reserves the right to change its wire center boundaries and shall increase or decrease the monthly rates for channel facilities affected by such wire center boundary changes.

15. Media Stimulated Calling

The Telephone Company will establish specific telephone numbers for use by media groups to carry heavy customer calling stimulated by such media groups. These telephone numbers will be provided at rates and charges the same as the rates and charges applicable to a Local Exchange Service Business Line.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

1. Advance Payments

Applicants for service may be required to pay any service, installation or nonrecurring charges, and at least one month's fixed charge in advance of the installation of service. The amount of such advance payment is credited to the customer's account as applying to any indebtedness under the contract.

2. Deposits

The Telephone Company may require an applicant or a customer to make a suitable cash deposit to be held by the Telephone Company as a guarantee of the payment of charges for service. Except as otherwise specified in the Telephone Company's applicable tariffs, the amount of such deposit shall not exceed the amount of charges for service which it is estimated will accrue for a period of two months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of the Telephone Company, the Telephone Company may require an adjustment of the deposit not exceeding the charges which it is estimated will accrue for a period of two months. When service is terminated, any balance of the deposit remaining after deduction of all sums due the Telephone Company will be returned to the customer, or the deposit may be returned at any time previous thereto, at the option of the Telephone Company. No residential deposit shall be held beyond a one-year period during which the customer has established satisfactory credit. Interest on deposits will be paid each year at a rate which is established in January of each year to equal the average of the percent annual yields of one year Treasury bills (auction average issue date) for October, November and December of the preceding year. The State Corporation Commission notifies utilities in January of each year of the rate prevailing for that year. At the option of each customer making a deposit, the Telephone Company shall annually make either direct payment to the customer of all accrued interest, or shall credit same to the customer's account.

Whenever a deposit from any residential customer is required, the customer shall be permitted to pay it in three consecutive equal monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars.

The fact that a deposit is held by the Telephone Company shall in no way relieve the applicant or customer from compliance with the Telephone Company's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Telephone Company for the service rendered.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

3. Payment for Service and Equipment

The customer is responsible for payment of all charges for service and equipment rendered including charges for local messages and long distance messages sent from the customer's station and for messages charged to such station on which the charges have been reversed, i.e., collected from or billed against the station called, or collected from or billed to a station other than the calling station or called station. The customer is also responsible for the allocation of usage of, or charges for, shared service.

If objection in writing is not received by the Telephone Company within 30 days after a statement of account is rendered, such statement shall be deemed to be correct and binding upon the customer.

Charges to the customer are payable as follows:

- a. Upon request, all service, installation and nonrecurring charges.
- b. Monthly in advance, all fixed monthly charges for service and facilities.
- c. Upon rendition of bills, all message charges for local and long distance services, and charges for measured time services.

In the event of failure by the customer or those responsible to pay any bill as defined above within one month's billing period, the Company may discontinue service after ten (10) days written notice at any time during such default.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

4. Allowance for Interruptions

Customers experiencing a service outage exceeding 24 hours will receive a credit allowance provided as follows:

When, after notice by the subscriber to the Company of an interruption of service, service continues to be interrupted, a credit allowance will be given if the interruption continues for at least 24 hours. The allowance is equal to a pro rata adjustment of the fixed monthly charges for the services and facilities furnished by the Company that are rendered useless or substantially impaired due to any cause other than the negligence or willful act of the customer or the failure of the facilities provided by the customer. The allowance shall apply as follows with respect to the period of interruption that continues after such notice:

If interruption continues for more than 24 hours

- a. If the interruption is caused by storm, fire, flood or other condition out of the Company's control, 1/30th of the fixed monthly charges for the affected services for each 24 hours, except as otherwise specified in this Tariff. For the purpose of administering this regulation, every month is considered to have thirty days.
- b. In cases where groups of subscribers are affected by interruptions, when it is administratively feasible with a reasonable amount of effort for the Company to identify such subscribers, the Company will give credit without notification by the subscribers.

5. Temporary Surrender of a Service or Channel

When at the request of the Telephone Company, a service or channel is temporarily surrendered by the customer, credit will be allowed for the entire period surrendered, the amount of which will be determined in the same manner as specified in the regulation of the applicable tariff governing Allowance for Interruptions for the service or channel temporarily surrendered.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

6. Provision for Certain Taxes and Fees

- a. When a political subdivision of the state charges the Company a license tax or franchise fee at a flat rate or based on receipts or based on poles, wires or conduits, so much of the aggregate amount of such taxes and fees as exceeds one-half of one percent of the aggregate bills of such customers for exchange service will be billed pro rata to the exchange customers receiving service within the political subdivision.
- b. Whenever any federal, state or local law, ordinance, regulation or order (i) imposes a tax or fee upon the Company or removes an exemption from an existing tax or fee and (ii) allows the Company to recoup any or all costs associated with such tax or fee imposed on the Company or the loss of such exemption, the Company may, upon notice to consumers and in compliance with such law, ordinance, regulation, or order, recover such tax or fee or the loss of such exemption as a surcharge on customer bills.

7. Two-tier Payment Plans

A Two-tier Payment Plan is a method of payment for services and equipment, as specified in the Telephone Company's applicable tariffs, which consist of two levels (or tiers) of monthly rates. The first tier are those rates designated as Column A rates and the second tier are those rates designated as Column B rates.

a. Application of Rates

- (1) Rates specified in Columns A for Two-tier Payment Plans apply for the duration of the initial contact period selected. Rates specified in Columns B apply during the initial contract period selected and thereafter for the duration of the equipment is in service.
- (2) For services which offer the customer a choice between a Two-tier Payment Plan (Payment Plan 1) and a standard payment plan (Payment Plan 2), customers selecting Payment Plan 1 may select items of equipment offered under Payment Plan 2 for the same service offering. Customers selecting Payment Plan 2 may not select items of service and equipment offered under Payment Plan 1.

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GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

7. Two-tier Payment Plans (Cont'd)

a. Application of Rates (Cont'd)

- 3) When a customer elects to convert an existing service from a standard payment plan to a Two-tier Payment Plan, the service shall be treated as a new connection except no additional Installation or System Activity Charges shall apply for those items of equipment being converted nor shall Service Charges apply to existing trunks, lines, or stations provided such trunks, lines or stations are not moved, changed or rearranged.

b. Termination Charges

- (1) At the customer's option, a lump sum payment of the rates for all or individual items of equipment shown in Column A may be made at any time during the initial contract period. Partial prepayments against the Columns A balance after the beginning of the initial contract period are not allowed. The amount of the lump sum payment shall be the present worth of the monthly rates for the number of months in the unexpired portion of the initial contract period at the time value of money rate used in determining the monthly rates shown in Columns A.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

7. Two-tier Payment Plans (Cont'd)

b. Termination Charges (Cont'd)

(2) In the event of termination of all or part of the service, a termination charge shall apply for the rates shown in Columns A for terminated items for the unexpired portion of the initial contract period. The amount of the termination charge shall be the present worth of the monthly rates for the number of months in the unexpired portion of the initial contract period at the time value of money rate used in determining the monthly rates shown in Columns A less any applicable termination credit.

(3) Termination Credit, where appropriate, shall be determined based on the initial credit which represents the maximum reusable value of the service in the market at the time of installation, and the credit period which reflects the anticipated period of time during which the service shall have reusable value. The amount of termination credit, as specified in this Company's applicable tariffs for the offerings involved, shall apply to Columns A rates and any deferred payment of Installation Charges.

c. Transfer of Contractual Obligations

With the written permission of the Telephone Company, the obligation to pay Columns A rates for the unexpired portion of all outstanding initial contract periods may be transferred to another customer for a transfer fee at any time during the initial contract periods. In addition to assuming the responsibility to pay the Columns A rates for the remainder of the outstanding initial contract periods for the service at its existing location, the new customer assumes the conditions applicable to the offering at the time of transfer. Any equipment rearrangements or additions are subject to the rates and charges as provided for in the applicable tariff.

d. Relocations of Service

At the request of the customer, service may be relocated to a different premises or to a different building at charges based on estimated costs provided that the service is relocated to a new location that is leased or owned by the same customer. Columns A and B rates shall continue to apply during the period of relocation. The customer's termination liability shall remain unchanged.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

7. Two-tier Payment Plans (Cont'd)

d. Relocations of Service (Cont'd)

At the request of the customer, service may be relocated between the territory of the Telephone Company and any other associated Company according to the terms and conditions specified preceding, and in addition to the conditions and exceptions specified following:

- (1) Two-tier Payment Plans and these regulations for service relocations between territories of associated Companies must be in effect in the Telephone Company to which the service is relocated.
- (2) If the customer elects to continue the initial contract period originally selected and the length of the contract periods is the same in each participating Telephone Company, the customer is responsible for the remaining Column A payments of the initial contract period at the rates that are applicable to new service in the receiving Telephone Company.
- (3) If the length of the contract periods is not the same in each participating Telephone Company, the customer must select a new contract period. The customer is responsible for Column A payments at the rates that are applicable to new service in the receiving Telephone Company for that new contract period.

The number of months in the new contract period shall be adjusted by the Column A payments which have been made to the originating Telephone Company on the contract period originally selected. The adjustment shall be determined by dividing the present worth of Column A rates paid to the originating Telephone Company by the present worth of Column A rates for the entire contract period originally selected multiplied by the total number of months in the new contract period.

- (4) Column A and B rates of the originating Telephone Company shall apply through the date of disconnection of the service. The application of Column A and B rates of the receiving Telephone Company shall begin on the date following the disconnection of the service in the originating Telephone Company.
- (5) Termination charges shall apply for Installation Charges and System Activity Charges which have been deferred over Column A initial contract periods selected in the originating Telephone Company and are payable to the originating Telephone Company upon relocation of service.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

7. Two-tier Payment Plans (Cont'd)

d. Relocations of Service (Cont'd)

As used herein, the term service is defined as all related items of equipment and/or arrangements which comprise a system, and relocation of individual components of such equipment and/or arrangements is not permitted.

e. Equipment Additions

At the customer's option, the initial contract period for equipment may be arranged to terminate at the same time as the existing initial contract period for the original establishment of service as follows:

- (1) Lump sum payment of the Columns A rates up to the remaining months of the existing initial contract period. The amount of the lump sum payment shall be the present worth of the monthly rates for the number of months in the expired portion of the existing initial contract period at the time value of money rate used in determining the applicable monthly rates shown in Columns A for the equipment addition, or
- (2) Adjustment of the Columns A rates to an initial contract period equal to the remaining months of the existing initial contract period. Any deferrable System Activity Charges and Installation Charges associated with equipment additions may be deferred and paid as a monthly charge which shall be added to the amount of the Columns A rates for the initial contract period selected. The monthly rates for an adjusted initial contract period and any deferred payment of System Activity and Installation Charges shall be computed utilizing the same time value of money rate used to determine the applicable Columns A rates for the equipment addition.

f. Two-tier Transition to a Variable Term Payment Plan (VTPP)

- (1) Two-Tier termination charges will be waived for equipment remaining on the customer's premises after transition from the Two-tier Payment Plan to the VTPP. The customer must elect a VTPP service period longer than one month to qualify for this waiver.
- (2) Termination charges will apply to any equipment removed from the customer's premises at the time of transition from the Two-tier Payment Plan to the VTPP.
- (3) Customers will be required to pay in full any deferred charges when converting to VTPP from Two-tier Payment Plan.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

7. Two-tier Payment Plans (Cont'd)

f. Two-tier Transition to a Variable Term Payment Plan (VTPP) (Cont'd)

(4) Supersedure of a discontinued Two-tier system will be permitted subject to the following conditions:

(a) If the customer's entire system is transitioned to VTPP or

(b) If the supersedure results from a corporate acquisition or merger of the existing customer. The discontinued Two-tier system must be transferred intact to the new customer.

8. Variable Term Payment Plans

a. The Variable Term Payment Plan is a payment plan which allows customers to pay a fixed rate for equipment and service over one of several optional payment periods. A different per month rate applies for the duration of each period. The per month rate varies inversely with the length of the payment period, e.g., the per month rate for a short period is greater than that for a long period.

b. The only payment period of software (versions) is the one-month period, except where other terms are specified in this Company's applicable tariffs.

c. During the effective term of a customer payment period, the per-month rate is not subject to Telephone Company initiated change for payment periods longer than one month.

d. Explanation of Terms

(1) Addition

The provision of supplementary equipment to a customer's installed system up to the capacity of the system; an addition of equipment is not classified as an upgrade.

(2) Conversion

The removal of a customer's installed system and its replacement with a different system, under terms specified in other applicable tariffs.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

8. Variable Term Payment Plans (Cont'd)

d. Explanation of Terms (Cont'd)

(3) Downgrade

Tariff-enumerated changes to an installed system generally resulting in a decrease in capacity, capability and/or a lower per-month charge.

(4) License Fee

A monthly recurring charge, the payment of which gives a customer license to use an identified software product and/or service.

(5) Minor Equipment Modifications

Alteration to an item or items of equipment or service installed on a customer's premises, as specified in other applicable tariffs.

(6) Payment Period

A period of time selected by the customer from among those currently offered by the Telephone Company, over which the customer agrees to pay a specified rate for a product and/or service.

(7) Release

The modified software that is provided for installation of an existing system at Telephone Company initiative that improves the functional capacity of the software.

(8) Removal

Deletion of equipment or service from a customer's installed system.

(9) Upgrade

A tariff-enumerated enhancement to an installed system by a major equipment addition or substitution, generally resulting in a higher monthly charge.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

8. Variable Term Payment Plans (Cont'd)

d. Explanation of Terms (Cont'd)

(10) Version

A separate software program or group of programs that is referenced by a distinguishing code (numeric, alphabetic or alphanumeric). The version may be industry- or customer-specific in application, or it may provide functional enhancements to previously released software versions.

e. Application of Rates and Charges

- (1) The monthly rate applicable at the time a customer subscribes to a product under the Variable Term Payment Plan is not subject to Telephone Company initiated change during any optional payment period longer than one month.
- (2) Move and Relocation charges will apply for a customer-provided move or relocation of an installed product or system.
- (3) In the event that all or any part of the service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in other applicable tariffs.
- (4) Eligible charges, as specified in the provision for Deferred Payment Option following, may be paid in full upon request or may be deferred according to the terms and conditions specified for Deferred Payments.

f. Additions

- (1) Equipment can be added to an existing system at the customer's option, and the payment of rates and charges in the currently effective applicable tariff for such service will be applied.
- (2) At the customer's option, unless otherwise specified, additions may be paid for over the remainder of the existing system's payment period, and be added onto the existing agreement, providing at least 30 days remain in the customer's existing payment period. The addition and installed system payment periods will then have a common expiration date. The charges for the additions will be the current filed rates for the equipment for the same payment period as the installed system's existing payment period. If the installed system's payment period is no longer offered, the rate charged for the addition will be that of the next shorter filed payment period.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

8. Variable Term Payment Plans (Cont'd)

f. Additions (Cont'd)

(2) (Cont'd)

If less than 30 days remain in the current payment period, additions may only be placed on the one-month payment period at the current rates in effect for the one-month period.

- (3) The customer may also select a different payment period of equal or shorter length than the time remaining in the period selected for the existing installed system at the current filed rates for the selected period. The additions may then have a different expiration date than the existing installed system.

When the addition and the existing installed system's expiration dates differ, the customer must select a new payment period for the addition, at the time of its expiration, according to the terms and conditions specified for Variable Term Payment Plans.

- (4) Equipment added to an upgraded system coterminously, will be charged for at the current rates for the payment period equal to the installed system's existing payment period, excluding any extension period. The charges will be applicable for the remainder of the existing payment period, including any extension period.

Additions to upgraded system may also be ordered for payment periods shorter than or equal to the payment period prior to the addition, plus the extension period, at the current rates for the selected period.

- (5) Termination charges for premature disconnection of the added equipment will apply for payment periods longer than one month.
- (6) Additions are exempt from Telephone Company initiated rate changes for all payment periods longer than one month.

g. Upgrades

- (1) Allowable upgrades to products and systems offered by the Telephone Company are as specified in other tariffs currently in effect for offerings under a Variable Term Payment Plan.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

8. Variable Term Payment Plans (Cont'd)

g. Upgrades (Cont'd)

(2) A customer who elects to upgrade an installed product or system may choose one of two options, unless otherwise specified in the product tariffs.

(a) The existing payment period may be extended by a period of time specified in the product tariff, and the new and previously installed equipment will expire on the same date. The rate levels applicable for the new equipment are those currently in effect for the payment period which the customer had selected prior to the upgrade, while the rates for equipment previously installed and continuing in service are unaffected.

If the payment period selected by the customer prior to the upgrade has been discontinued in the tariff, the new equipment will be billed at rates applicable for the next shorter payment period in the current tariff.

(b) The new equipment may be billed over a currently available payment period of equal or shorter length than the time remaining in the existing payment period. Current rates apply for the selected payment period for the new equipment, and rates for equipment previously installed and continuing in service are unaffected. The expiration date of the new equipment is then either the same as or earlier than that of the previously installed system.

When the expiration date of the new equipment is earlier, at the time of expiration the customer must select another payment period for the new equipment according to the terms and conditions stated in this paragraph. The extension period option is not available under this condition.

(3) A customer on the one-month payment period may elect to upgrade; however, the payment period will not be extended.

(4) The new equipment is exempt from Telephone Company initiated rate charges for all payment periods longer than one month.

(5) Termination charges will apply to equipment disconnected prior to expiration for all payment periods longer than one month.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

8. Variable Term Payment Plans (Cont'd)

h. Conversions

- (1) Conversions to installed systems are as specified in other tariffs currently in effect for offerings under the Variable Term Payment Plan.
- (2) The service agreement for a currently installed system terminates when conversion occurs.
- (3) The customer must select a currently available payment period for the new system. The current rates for the chosen period would apply to any new equipment as well as to any remaining equipment from the previously installed system.
- (4) Termination charges will apply to all equipment removed prior to expiration of the selected payment period. Termination charges will not apply to any equipment remaining on the customer's premises for use in the new system provided the customer selects a new payment period equal to or longer than the time remaining under the former payment period.

i. Removals

- (1) Removal of equipment from a system for which the current payment period is longer than one month will not affect the expiration date of the remaining equipment and service.
- (2) Removal of equipment that is unique or identifiable by a code will be recognized through application of a termination charge for that specific unit. Removal of equipment that is not unique or identifiable by a code, where two or more units of the same type of equipment are on the customer's premises, will be recognized through the following provisions:
 - (a) The specific units of equipment no longer desired by the customer will be removed.
 - (b) The lowest termination charge for the type of equipment removed will apply.

j. Downgrades

- (1) Allowable downgrades for installed systems are as specified in other applicable tariffs.
- (2) A customer has the option to place any new equipment at the time of the downgrade on a coterminous payment period, unless otherwise specified. Rates for the new equipment are those currently in effect for the original payment period, or if the period is no longer available, for the next shorter one. The rates for equipment remaining on the customer's premises after the downgrade will not be affected.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

8. Variable Term Payment Plans (Cont'd)

j. Downgrades (Cont'd)

- (3) When a coterminous payment period is not chosen, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Equipment remaining on the customer's premises will continue being billed at the rates in effect prior to the downgrade. The new equipment may then have a different expiration date from the equipment which remained after downgrading.

When the expiration dates differ, the customer must select a new payment period for the equipment, at the time of expiration, added at the time when the system was downgraded according to the terms and conditions specified for Variable Term Payment Plans.

- (4) Termination charges do not apply for equipment which becomes part of the downgraded system. Termination charges do apply for equipment removed in downgrading the system.

k. Releases

- (1) New releases of software will be offered to a customer on Telephone Company initiative at no additional charge and will include improvements to the functional capacity of the software.
- (2) No charges apply to any hardware changes necessitated by a new release.

l. Versions

- (1) Termination charges do not apply for the removal or deletion of software versions, unless otherwise specified in the applicable tariffs.
- (2) A new version may result in a higher per-month charge.
- (3) All version replacements requiring hardware changes will be tariff-enumerated, under specific product headings.
- (4) Appropriate charges will apply for hardware changes resulting from version changes, as specified herein and in other applicable tariffs.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

8. Variable Term Payment Plans (Cont'd)

m. Relocations of Equipment

(1) Lapse in Service

(a) Within the territory of the Telephone Company

- I. The customer may arrange to have service relocated on a lapse-in-service basis at charges based on estimated costs without interruption or change of Variable Term Payments.
- II. Installation Charges will not be applicable.
- III. Billing for the original location will apply through the date service is disconnected. Billing for the new location will be effective the next day. The first bill rendered after service is reestablished will contain advance billing and, if applicable, retroactive billing from the date of the disconnect. Progression of the payment period will be unaffected.
- IV. Complete arrangements or systems must be relocated in lieu of individual components, where components are dependent on host units for operation, except as otherwise specified. Where components operate independently and are covered by other tariff charges, such as data terminals, the customer may select units to be relocated and units to be terminated from the agreement, subject to any restrictions in the tariffs.
- V. Transfer of service between two customers within four months of a lapse-in-service move between premises is not permitted except as otherwise specified in this Company's applicable tariffs.

(b) Between Exchanges of the Telephone Company in Different States or between the Telephone Company and another associated Company in a Different State.

Customer requests for lapse-in-service relocations between exchanges of the Telephone Company in different states or between exchanges involving another associated Company in a different state will be provided under the same conditions as described preceding, except as follows:

- I. Billing for the original location will apply through the date service is disconnected. Billing for the new location will be effective on the next day.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

8. Variable Term Payment Plans (Cont'd)

m. Relocations of Equipment (Cont'd)

(1) Lapse in Service (Cont'd)

(b) (Cont'd)

I. (Cont'd)

The rates in the new location will be those in effect for new customers. Rate stability against Telephone Company initiated changes shall be provided at the new rates for the remainder of the customer's payment period.

The first bill rendered after service is reestablished will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment periods will be unaffected.

- II. Tariffs for the same service and payment periods must exist in both states or Telephone Companies at the time of the relocation. If tariffs exist for the same service, but the lengths of the periods available are different, the customer must select a payment period available in the new state or Telephone Company. The new period must be of an equal or longer length than the time remaining in the current selected period, subject to the conditions specified for Requests for Changes in Length of Optional Payment Periods, following.

(2) In-service

An in-service relocation under the plan will be considered a termination of service with applicable termination charges. The customer will be required to select a currently available payment period, including applicable one-time charges.

n. Transitions to Variable Term Payment Plans from Two-tier Payment Plans

- (1) The monthly license fee will be waived for versions remaining in the customer's system after transition from a Two-tier Payment Plan to a Variable Term Payment Plan.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

8. Variable Term Payment Plans (Cont'd)

n. Transitions to Variable Term Payment Plans from Two-tier Payment Plans (Cont'd)

(2) Additions, upgrades, conversions, downgrades and versions offered exclusively under variable term payment plan will be available to existing Two-tier Payment Plan customers only when they convert their systems to a Variable Term Payment Plan except as otherwise specified in this Company's applicable tariff.

o. Requests for Changes in Length of Optional Payment Period

Subsequent to the establishment of service for an item furnished under a Variable Term Payment Plan period and prior to completion of that period, the existing payment period may be replaced by:

(1) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:

- (a) No credit will be given for payments made during the formerly selected period. However, one-time charges will not be reapplied.
- (b) The new payment period begins with the date requested.
- (c) No termination charge applies for the former payment period.

(2) A currently offered payment period at the current rate, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:

- I. No credit will be given for payments made during the formerly selected period. However, one-time charges will not be reapplied.
- II. The new payment period begins with the date requested.
- III. A termination charge applies for the former payment period.

The new payment period must have an expiration date equal to or shorter than the time remaining for the existing installed system.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

8. Variable Term Payment Plans (Cont'd)

p. Renewal Options

The customer has the following renewal options:

- (1) Prior to the completion of the current payment period, any period available under the Variable Term Payment Plan may be selected. The rates in effect for new customers at the time the renewal is effective will apply. The customer will be charged the current rate for the renewal payment period commencing the day following completion of the prior payment period.
- (2) Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in other tariffs. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Telephone Company initiated rate adjustments.
- (3) If the customer does not elect an additional payment period and does not request discontinuance of service, service will be continued at the per-month rate currently in effect for the one-month payment period under the terms specified preceding.
- (4) If the expiration date for any equipment differs from the installed system's existing expiration date, the customer must choose a new payment period for the item, at the time of expiration, according to the terms and conditions specified for Variable Term Payment Plans.

q. Supersedure

Service may be transferred to a new customer at the same location, except as otherwise specified, upon prior written concurrence by the Telephone Company and payment of a transfer charge by the new customer as specified in other applicable tariffs. The new customer will be subject to all provisions currently reflected in the service agreement.

r. Deferred Payment Option

Payment of eligible charges for services or equipment subscribed to by a business customer may be deferred over the length of the customer's payment period or a shorter period, in annual increments, at the option of the customer, subject to the following conditions.

- (1) Items of service or equipment to which these deferred payment provisions are applicable, are specified in the applicable tariff for the offering involved.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

8. Variable Term Payment Plans (Cont'd)

r. Deferred Payment Option (Cont'd)

- (2) The charges eligible to be deferred must be among the following types:
 - (a) Installation Charge
 - (b) Service Establishment Charges
 - (c) Feature Package Version Replacement Charges, but does not apply to subsequent activity
 - I. Activation
 - II. Information/Translation
 - (d) System Feature Charges
 - I. Activation
 - II. Design
- (3) The customer must select a payment period longer than one month for the equipment/software for which charges are deferred.
- (4) A customer may defer a minimum of \$3000 per customer location and per deferred payment agreement.
- (5) Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed between the customer and the Telephone Company. The interest rate to be charged on deferred payments will be revised periodically by the Telephone Company and will be uniform for all deferred payment agreements executed on any given day. If, in the judgment of the Telephone Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Telephone Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Suspension of the deferred payment option will not affect deferred payment agreements executed prior to the effective date of such suspension.
- (6) The deferred charges, including calculated interest, will be prorated on a monthly basis over the selected deferral period length.

GENERAL REGULATIONS

D. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

8. Variable Term Payment Plans (Cont'd)

r. Deferred Payment Option (Cont'd)

- (7) All deferred charges must be paid in full when the customer:
- (a) Upgrades, downgrades or converts the system for which the charges were deferred.
 - (b) Selects a payment period with an expiration date prior to the expiration date of the deferral period.
 - (c) Moves equipment/software, for which charges had been deferred, between jurisdictions.
 - (d) Disconnects service, for the system, prior to expiration of the selected deferral period.
 - (e) Fails to pay the deferred payment monthly amount hereunder within 30 days of its due date.
- (8) The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges.

s. Prepayment

For payment periods longer than one month, the customer may prepay the total outstanding recurring charges. The following conditions apply.

- (1) Customers who prepay six months or more will have an allowance applied to the remaining portion of the Variable Term Payment Plan. A factor of 375% will be credited for each month prepaid.
- (2) Charges for all equipment covered by a deferred payment agreement must be prepaid. Charges must be prepaid for equipment added subsequently and placed on the same deferred payment agreement, i.e., customer elected conterminous option, with a prepaid system.
- (3) Customers who change the length of prepaid payment period will be credited any unused portion of the prepayment.
- (4) Customers who prematurely disconnect will have any applicable termination charges deducted from the prepaid amount and any balance credited to their account.

GENERAL REGULATIONS

E. LIABILITY OF THE TELEPHONE COMPANY

In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Telephone Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Telephone Company, services and facilities are furnished by the Telephone Company subject to the terms, conditions and limitations herein specified.

1. Service Irregularities

The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Telephone Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to the Telephone Company.

When facilities of others are used in establishing connections to points not reached by the Telephone Company's facilities, the Telephone Company is not liable for any act or omission of others furnishing such facilities.

2. Claims of Misuse of Service

The Telephone Company shall be indemnified and save harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from the material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Telephone Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Telephone Company.

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GENERAL REGULATIONS

E. LIABILITY OF THE TELEPHONE COMPANY (Cont'd)

3. Directory Errors and Omissions

The liability of the Telephone Company, its contractors, and agents arising from errors in or omissions of Directory Listings for which there is no discrete charge, including such listings in classified directories and listings obtainable from a operator shall be limited to the amount of actual impairment to the customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to Local Exchange Services affected during the period covered by the directory in which the error or omission occurs.

In cases of charged Directory Listings purchased pursuant to this tariff including such listings obtainable from an operator, the liability of the Telephone Company, its contractors, and agents shall be limited to an amount not exceeding the amount of charges for the charged listing or listings involved during the period covered by the directory in which the error or omission occurs.

GENERAL REGULATIONS

E. LIABILITY OF THE TELEPHONE COMPANY (Cont'd)

4. Defacement of Premises

The Telephone Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Telephone Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Telephone Company.

5. Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

The Telephone Company will not provide facilities or equipment in an explosive atmosphere, hazardous or inaccessible location. The network interface will be located outside the hazardous location.

6. Service at Outdoor Locations

The Telephone Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Telephone Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Telephone Company at such locations. The customer shall likewise indemnify and save the Telephone Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

7. Certain Use of Customer-provided and Customer Premise Equipment

The services furnished by the Telephone Company, in addition to the limitations set forth preceding, also are subject to the following limitation: the Telephone Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Telephone Company, caused by customer-provided equipment, power, heating, cooling, ventilation, humidity control, dust control, including without limitation batteries in any uninterruptible power supplies provided by the Company at the customer's premises, except where a contributing cause is the malfunctioning of a Telephone Company provided connecting arrangement, in which event the liability of the Telephone Company shall not exceed an amount equal to a proportional amount of the Telephone Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs, or not prevented by customer-provided equipment but which would have been prevented had Telephone Company provided equipment been used.

GENERAL REGULATIONS

E. LIABILITY OF THE TELEPHONE COMPANY (Cont'd)

8. Billed Number Screening

At the option of the Telephone Company, or in response to a customer request, Billed Number Screening will be used to control instances of fraud associated with billed to a third party, station-to-station collect or person-to-person collect messages.

9. Enhanced Universal Emergency Number 911 Service

The Telephone Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Enhanced Universal Emergency Number 911 Service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection 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 Enhanced Universal Emergency Number 911 Service, and which arise out of the negligence or other wrongful act of the Telephone Company, the customer, its user, agencies or municipalities, or the employees or agents of any one of them.

10. Third Parties

Provision of service to a customer shall not create, nor give to, any third party any claim or right of action against the customer or Telephone Company.

F. LIMITATIONS AND USE OF SERVICE

1. Use of Customer's Service

The use of service shall be restricted to the customer, the customer's employees and representatives in the case of business service, except as the use of service may be extended for switched data (nonvoice) communications relating directly to the business of Composite Data Service Vendor's patrons who act as their customers; or the customer, the customer's family and persons residing in the customer's household in the case of residence service, except as otherwise specified in the Telephone Company's applicable tariffs. The use of the service may be extended to persons leasing or subleasing a customer's entire residential premises for a period of less than one year.

GENERAL REGULATIONS

F. LIMITATIONS AND USE OF SERVICE (Cont'd)

1. Use of Customer's Service (Cont'd)

Service furnished by the Telephone Company is intended only for communications in which the customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communications for others except as otherwise specified in the Telephone Company's applicable tariffs. This prohibition shall not apply to a customer who is engaged as a communications common carrier in a public telegram message business or to a Composite Data Service Vendor engaged in the business of providing switched data (nonvoice) communications service to patrons who act as their customers.

2. Obligation to Establish Identity

The calling party shall establish their identity in the course of any communication as often as may be necessary.

The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location.

3. Cancellation for Cause

The Telephone Company may, without incurring any liability, either suspend or terminate the service for any of the following reasons:

- a. Abandonment of the service.
- b. Nonpayment of charges due for services whose prices are regulated by the Virginia State Corporation Commission.
- c. Use of foul or profane language over the service.
- d. Impersonation of another person with fraudulent intent over the service.
- e. Making of nuisance calls.
- f. Use of service by customer in connection with a plan or contrivance to secure a large volume of calls to be directed to such customer at or about the same time, resulting in preventing, obstructing, or delaying the service of others.

GENERAL REGULATIONS

F. LIMITATIONS AND USE OF SERVICE (Cont'd)

3. Cancellation for Cause (Cont'd)

- g. Abuse or fraudulent use of service. Abuse or fraudulent use of service includes:
- (1) The use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an applicable charge;
 - (2) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the established charge for such service.
- h. Use of service in such a manner as to interfere with the service of other users.
- i. Use of the service for any purpose other than as a means of communication.
- j. Use of service for unlawful purposes.
- k. Nonpayment of deposit required by the Telephone Company.
- l. Any other violation of regulations as set forth in the Telephone Company's filed tariffs.

The Telephone Company may continue such suspension of service until all charges due have been paid and all violations have ceased, or terminate the service without suspension of service or following suspension of service, and disconnect and remove any of its equipment from the customer's premises.

During the period of such suspension all monthly charges apply. However, if subsequently terminated, the date of termination is considered to be the date service was suspended.

Upon any such termination, the customer shall make payment to the Telephone Company in accordance with the preceding regulations governing Initial Contract Periods and Termination of Service.

GENERAL REGULATIONS

F. LIMITATIONS AND USE OF SERVICE (Cont'd)

4. Broadcast of Recordings of Telephone Conversations and Incoming Messages

The broadcasting of a recording of a telephone conversation or incoming message during the period of recording is permitted provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with customer-provided voice recording equipment as specified in the Telephone Company's applicable tariff.

5. Use for Unlawful Purposes

Service is furnished by the Telephone Company subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, or if the Telephone Company receives other evidence that such service is being or will be so used.

6. Limited Communication

The Telephone Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

7. Transmitting Messages

The Telephone Company will not transmit messages but furnishes the use of its facilities to its customers for communications. Employees of the Telephone Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Telephone Company, its Connecting Companies or Miscellaneous Common Carriers.

8. Creation of Additional Channels

Customers, by use of their own equipment, and in accordance with the normal transmission characteristics of the service or grade of channel ordered, may create additional channels for any type of communication. The Telephone Company makes no representation as to the suitability of the channels provided by it for such subdivision into additional channels by the customer.

Channels created by the customer from a channel in accordance with the preceding paragraph may be connected at the premises of the customer to channels furnished by the Telephone Company and to Channels created there from.

GENERAL REGULATIONS

F. LIMITATIONS AND USE OF SERVICE (Cont'd)

9. Transmission of Prerecorded Messages

Use of Telephone Company facilities for transmitting prerecorded messages to the general public is subject to the following conditions:

- a. For purposes of identification, customers to telephone service who transmit prerecorded messages to the general public over facilities provided by the Telephone Company must include in the recorded message the name of the subscribing organization or individual responsible for the service and the address at which the service is provided.
- b. Customers transmitting factual public announcements such as Time, Weather, Stock Market quotations, Airline schedules and similar information are excluded from the preceding condition.
- c. The customer's name, or that of an agent in the case of business service, shall be made available to the public upon request.

G. APPLICATION OF RATES

1. Installation Charges

Installation Charges apply when service or equipment with which an Installation Charge is associated is provided by the Telephone Company. Installation Charges also apply when service or equipment with which an Installation Charge is associated is relocated, moved or changed unless otherwise specified.

2. Nonrecurring Charges

Nonrecurring Charges apply only when service or equipment with which a Nonrecurring Charge is associated is initially provided.

3. Installation Charges do not apply to:

- a. Repair and maintenance of Telephone Company provided service or equipment.
- b. Partial or full disconnection and the removal of equipment associated with the relocation of service.
- c. Supersedures, assumption of service and equipment from another customer without lapse in rendition of service.
- d. Equipment reconnected in place with the initial establishment of service when no change was made in the equipment.

GENERAL REGULATIONS

G. APPLICATION OF RATES (Cont'd)

4. Charges associated with the reestablishment of service after destruction of the customer's premises by fire, flood or similar causes beyond the customer's control do not apply where the same amount of service is reestablished within a reasonable period of time at the same or different location. If, under the preceding conditions service is installed at another location and then subsequently reestablished at the original location, all charges will apply at subsequent installations.
5. Change of Local Service Provider Charges

Change of local service provider applies to residence and/or business customers who are requesting a change from their current local service(s) carrier to Frontier Communications of Virginia, Inc.

At the time of the change of the end user's local service to Frontier Communications of Virginia, Inc., the nonrecurring charges, as specified in Frontier Communications of Virginia, Inc.'s General Services Tariff, Section 3, will apply. In addition, the terms and conditions normally associated with a request for new service, as specified in Frontier Communications of Virginia, Inc.'s General Regulations Tariff, Sections 1, will apply.

Frontier Communications of Virginia, Inc. will make every reasonable effort to ensure that there is no lapse in the end user's service while processing this change in local service provider.

GENERAL REGULATIONS

H. CUSTOMER SATISFACTION GUARANTEE

1. A customer who subscribes to any of the services specified following, and is not satisfied with the service(s), shall be entitled to a full credit of any charges directly associated with the establishment of the service and the monthly charges billed for the service through the date of disconnection, if the customer notifies the Telephone Company within 60 days of installation that the customer wishes to disconnect the service(s).
2. The Customer Satisfaction Guarantee applies to the following services:
 - Outgoing Call Restrict
 - Custom Calling Services
 - Do Not Disturb Service
 - Fixed Call Forwarding
 - Work-at-Home Billing Service (WAHBS)
 - Features Plan-Business
3. The customer is responsible for notifying the Telephone Company to disconnect on or before the expiration of the 60-day period. When the expiration of the 60-day period falls on a weekend or legal holiday, the customer must notify the Telephone Company on the first business day following the weekend or legal holiday. In such event, the customer will be entitled to a credit for any charges directly associated with the establishment of service and the monthly charges billed through the date the service(s) is disconnected.
4. The refund of any charges directly associated with the establishment of service or monthly charges will be applied as a credit on the customer's bill.
5. The Customer Satisfaction Guarantee applies to all residence and business customers who subscribe to these services.
6. Each customer will be entitled to the credit one time per service.
7. The Customer Satisfaction Guarantee does not apply to services offered under a separately negotiated contract.
8. The Customer Satisfaction Guarantee does not apply to telephone equipment.

I. PROMOTIONAL OFFERINGS

The Telephone Company may offer rates, terms or conditions for its local exchange services for promotional purposes that differ from the rates, terms or conditions offered in its tariffs.

At the Company's option, a letter outlining the promotion may be filed with the State Corporation Commission staff in lieu of filing language in the tariff.

EXPLANATION OF TERMS

A. GENERAL

The definitions contained herein apply to terms used throughout the tariffs of the Telephone Company.

B. REGULATIONS

Advanced Intelligent Network (AIN)

The Advanced Intelligent Network is a telecommunications platform that utilizes the infrastructure of the existing switch-based network and Common Channel Signaling (CCS7) architecture. The AIN architecture introduces centralized computer devices to host service applications that are integrated with Stored Program Control switch-resident software, CCS7 and Integrated Services Digital Network (ISDN) protocol.

Answering Connection

An Answering Connection is a secondary connection of the patron's telephone service line in the answering facilities of the answering bureau when the primary connection of the patron's service is at another location.

Billed Number Screening

Billed Number Screening denotes an arrangement whereby at time of call origination, billed to a third party, station-to-station collect or person-to-person collect messages are screened for nonacceptance.

Central Office

A Central Office is an operating switching unit by means of which telephonic communication is established between stations connected to such an office.

Centrex Line

A Centrex Line is a line connecting stations to Centrex Service switching equipment normally located in a Telephone Company central office which provides Local Exchange Service. It includes all facilities necessary for the provision of Centrex Service and Local Exchange Service up to and including the network interface for Plan I customers.

Centrex Simulated Exchange Access Trunk (SEAT)

A Centrex SEAT provides exchange access for Plan II Centrex Services. The number of simultaneous calls to and from the telecommunications network is limited to the number of SEATS furnished.

Class of Service

Class of Service is the type of calling associated with exchange service, such as Message Rate, Measured Rate or Monthly Usage Options. In addition, class of service is broken down between residence and business.

EXPLANATION OF TERMS

B. REGULATIONS (Cont'd)

Composite Data Service

Composite data service is the combined use of terminal and customer-provided data switching equipment with the use of communications services of the Telephone Company by a composite data service vendor to perform data switching for others.

Composite Data Service Vendor

A composite data service vendor, as used in connection with exchange services, is a customer that has been certificated by the State Corporation Commission of Virginia and/or the Federal Communications Commission pursuant to Section 214 of the Communications Act of 1934, as amended, to acquire and operate facilities to perform data switching for others. A customer shall be classified as a composite data service vendor only with respect to the use of the exchange service which is utilized for the provision of composite data service.

A composite data service vendor, as used in connection with Channel Services, except Series 5000 Channels, and Wide Area Telephone Services (WATS), is a customer that has been certificated by the State Corporation Commission of Virginia to acquire and operate facilities to perform data switching for others. A customer shall be classified as a composite data service vendor only with respect to the use of those Channel Services except Series 5000 Channels, and WATS Services which are utilized for the provision of composite data service.

Concentrator Connection

A concentrator connection is a connection of the patron's telephone service line in concentrator equipment located on the Telephone Company's premises.

Data Switching

Data switching, as used in connection with composite data service, is the switching of data (nonvoice) messages by the interchange, controlling and routing of data messages between two or more stations, via Telephone Company facilities, wherein the information content of the message remains unaltered.

Dial Tone Line

A dial tone line provides the necessary facilities from the central office up to and including the network interface and allows the customer access to the telecommunications network.

EXPLANATION OF TERMS

B. REGULATIONS (Cont'd)

Direct Connection

A direct connection is the first appearance of the patron's telephone service line in the telephone answering facilities of the answering bureau and is the only connection of such line.

Exchange

An exchange is a geographical area established for the administration of communication services and consists of one or more central offices together with associated facilities used in providing exchange service.

Exchange Line

An exchange line is a line connecting stations to a Telephone Company central office which provides Local Exchange Service. An exchange line includes all facilities for the provision of Local Exchange Service up to and including the network interface.

Exchange Service

Exchange service includes Local Exchange Services.

Extension Channel

An extension channel extends existing service to a different premise.

Grade of Service

Grade of service is a term associated with Local Exchange Service.

Grandfathered Equipment

Grandfathered equipment is nonregistered equipment that was directly connected to the telecommunications network without a Telephone Company-provided protective connecting arrangement or data access arrangement in accordance with Telephone Company tariffs on or before the grandfather eligibility date as specified in Part 68 of the Federal Communications Commission's Rules and Regulations.

Intercommunication

Intercommunication is an arrangement whereby two or more stations within the same system and associated with exchange service, may communicate with each other without the use of exchange or long distance facilities.

Interexchange Service

An interexchange service is one with connections in two or more exchanges.

EXPLANATION OF TERMS

B. REGULATIONS (Cont'd)

Intraexchange Service

An intraexchange service is one with all service points in the same exchange.

Local Exchange Service

Local Exchange Service is an exchange service which permits calling to stations in the customer's local service area.

Local Message

A local message is a communication between a calling station and any other station within the local service area, the extended calling area or the Optional Maryland Zone Service groups of the calling station.

Local Service Area

The local service area is the entire area composed of an exchange or exchanges within which are located the stations which a customer may call at the rates and charges specified in the Local Exchange Services Tariff.

Measured Rate Service

Measured rate service is a classification of Local Exchange Service in connection with which local exchange usage is calculated on a per-minute, time of day, and distance-called basis for the purpose of charging for the service. For this service the dial tone line is offered with a limited monthly usage option, with an Exchange Flat/Measured Rate monthly usage option or without a monthly usage option.

Message Rate Service

Message rate service is a classification of Local Exchange Service in connection with which local exchange message usage is calculated in terms of message units for the purpose of charging for the service. For this service the dial tone line is offered with or without a limited monthly usage option.

Message Unit

A message unit is a unit of measurement by which the charges for certain local messages are ascertained. Each message is charged for at one message unit except as otherwise specified in this Company's applicable tariffs.

EXPLANATION OF TERMS

B. REGULATIONS (Cont'd)

Network Interface Device (NID)

The Network Interface Device is the Telephone Company-provided interface terminating the telecommunications network, on the property where the customer's service is located, at a point determined by the Telephone Company. The NID is a FCC Part 68 registered jack from which customer inside wire may be connected to the Telephone Company network. The Part 68 registered jacks are: RJ1DC, RJ11C/W, RJ14C/W, RJ14X, RJ15C, RJ17C, RJ18C/W, RJ2DX, RJ2EX, RJ2FX, RJ2GX, RJ2HX, RJ2MB, RJ21X, RJ25C, RJ26X, RJ27X, RJ31M, RJ31X, RJ38X, RJ4MB, RJ41M, RJ41S, RJ45M, RJ45S, RJ48C, RJ48H, RJ48M, RJ48S, RJ48T, RJ48X, RJ61X, RJ71C.

Occasion

The term occasion, as used in this Company's tariffs for the application of specified charges, relates to a type of activity to be performed for a customer and is not necessarily related to work performed on the customer's premises.

Patron

A patron, when used in connection with composite data service, denotes a customer of the data (nonvoice) switching services of a composite data service vendor.

Premises

A premises is the continuous property except railroad right-of-way, etc., occupied by a customer either under lease or ownership. In the same building occupied by others in addition to the customer, the premises is all space occupied by the customer regardless of whether such space is continuous or separated by intervening floors or rooms. All space must be accessible from within the building by halls, stairs or elevators. In the case of shared service, premises of participants in the sharing arrangement with a multi-line connecting system area are considered the same as that of the customer.

Property

Property is the Real Estate either owned or leased, with or without a structure on it, not separated by property owned or leased by others, or separated by a public thoroughfare or body of water.

Rate Demarcation Point (RDP)

The Rate Demarcation Point is the point of minimum penetration of the property where the customer's service is located, as determined by the Telephone Company. The RDP defined by the Telephone Company is where network access recurring charges and Telephone Company responsibility stop and beyond which customer responsibility begins.

EXPLANATION OF TERMS

B. REGULATIONS (Cont'd)

Private Branch Exchange (PBX) Trunk

A PBX trunk connects switching equipment normally located on the customer's premises/property to a Telephone Company Central office which provides Local Exchange Service. It includes all facilities necessary to provide Local Exchange Service up to and including the Network Interface.

Pooled facilities, dial or button access, and facilities used in connection with direct group calling features on multifunction systems are rated as PBX trunks.

Rate Center

A rate center is a geographical point upon which are based the airline distances for the determination of long distance message telecommunications rates and interexchange channel rates.

Same Building

The term same building denotes a structure under one roof, and two or more structures connected by an enclosed passageway, suitable for use by persons, and in which the wire or cable of the Telephone Company can be safely run. For the application of same building, an enclosed passageway may not cross a public thoroughfare.

Sharing Entity

A sharing entity denotes a customer who establishes a nonprofit sharing arrangement with others for shared use of its communications services. The customer may, but does not have to, use the communications services.

Station

A station is the network control signaling unit or other terminal equipment on the customer's premises/property which enables the customer to establish the communications connections and to effect communications through such connections.

Telecommunications Relay Center

The Telecommunications Relay Center is a center which provides operator assistance for the completion of telecommunications between persons who are deaf, hard of hearing, or speech impaired utilizing a Text Telephone (TTP), a Teletypewriter (TTY), or a personal computer, and a hearing or speech capable person who does not have such devices.

EXPLANATION OF TERMS

B. REGULATIONS (Cont'd)

Termination of Services and Equipment

Except as otherwise specified, telephone services and equipment are termed disconnected or terminated when the customer orders and notifies the Telephone Company that such services and equipment are not required, or the customer requests that such services and equipment be relocated to a different premises/property within the same building or to a different building.

Tie Trunk

A tie trunk is a Channel facility connecting two different switching equipment entities.

Tie Trunk Terminal

A tie trunk terminal is equipment associated with branch exchange, Centrex or similar equipment for connection of a tie trunk. The following types of tie trunk terminals may be provided:

Basic Tie Trunk

This provides for connection of a standard feature tie trunk that operates on a cut-through call-originating basis.

Basic Senderized Tie Trunk

This provides for connection of a standard feature tie trunk that operates on a senderized call-originating basis.

Advanced Tie Trunk

This provides for connection of a full feature tie trunk that operates on a cut-through call-originating basis.

Advanced Senderized Tie Trunk

This provides for connection of a full feature tie trunk that operates on a senderized call-originating basis.

Timed Message Unit

A timed message unit is a unit of measurement by which the charges for certain messages are ascertained. A timed message unit is defined as 5 minutes, or a fraction thereof, with a set rate for each unit. Timed message units are associated with a usage option available with Neighbor Plan Service.

Wire Center

A wire center is a Telephone Company building in which is housed one or more central offices.

Wire Center Serving Area

A wire center serving area is that portion of an exchange served by a wire center.

SERVICE/EQUIPMENT LIMITED AVAILABILITY

A. GENERAL

Limited Availability (LA-) classifications as specified in B. following are applicable to services or equipment which are no longer offered.

B. REGULATIONS

1. LA-1, Existing or Available Stock Only

New installations, relocations to another building, additions, rearrangements, reconnects, changes and moves of existing installations will be made if the required equipment is available from existing stock. Maintenance will be provided as long as replacement parts are available from the manufacture or existing stock.

2. LA-2, Additions and Maintenance Only

New installations, reconnects, or relocations to another building, except as otherwise specified in this Company's applicable tariffs, will not be made. Additions, rearrangements, changes and moves of existing installations will be made if the required equipment is available from existing stock. Maintenance will be provided as long as replacement parts are available from the manufacturer or existing stock.

3. LA-3, Maintenance Only

New installations, relocations to another building, additions, rearrangements, reconnects, changes and moves of existing installations will not be made, except as otherwise specified in this Company's applicable tariff. In the case of services or equipment requiring common equipment, lines may be added up to the capacity of currently installed common equipment. Maintenance will be provided as long as replacement parts are available from existing stock. Special equipment and service arrangements, or transfers of service from one customer to another, will not be permitted.

GENERAL SERVICES TARIFF
S.C.C.-Va.-No. 1

Frontier Communications of Virginia, Inc.

Section 4
Original Page 1

SPECIAL CHARGES

A. GENERAL

Special Charges apply to various services, as indicated.

B. REGULATIONS

1. Dishonored Check Charge

A Dishonored Check Charge applies when any negotiable instrument presented for payment for service or deposit becomes dishonored, and is returned to the Telephone Company from the bank.

2. Denied Service Restoral Charge

A Denied Service Restoral Charge applies for the restoral of service to an individual line service, private branch exchange or Centrex system after denial of service for nonpayment.

3. Late Payment Charge

A Late Payment Charge applies to any unpaid balance carried forward from a monthly bill to the next month's bill, including all long distance charges billed by the Telephone Company for an interexchange carrier.

The Late Payment Charge will be assessed beginning with the February 1991 customer billing, applicable to unpaid charges carried forward from January 1991.

C. RATES

- | | |
|---|--|
| 1. Dishonored Check Charge, per instrument, per return..... | \$10.00 |
| 2. Denied Service Restoral Charge | |
| Residence..... | \$15.00 |
| Business..... | \$25.94 |
| 3. Late Payment Charge..... | 1.5% of the
total unpaid
balance from
the previous
bill. |

INTERIM RESALE PROVISIONS

A. GENERAL

1. Notwithstanding any provision to the contrary in other Telephone Company tariffs, the Telephone Company's Telecommunications services are available for resale pursuant to the provisions of this Section 5. To the extent that services are available for resale pursuant to this or other Telephone Company tariff, the regulations governing the resale of those services shall remain in effect to the extent that such regulations do not conflict with the regulations contained in this Section.
2. The regulations contained in this Section are intended to supplement the regulations contained in other sections of this or other Telephone Company tariffs to the extent such other regulations do not conflict with the regulations contained herein.

B. REGULATIONS

1. Services provided by the Telephone Company for resale pursuant to provisions of this Section 5 may be resold only by a common carrier that has applied by letter to the Telephone Company, advising it of its intention to engage in resale of services and agreeing to abide by the provisions of this Section.
2. The provision of services by the Telephone Company to a resale carrier pursuant to this or other Telephone Company tariff, does not constitute a joint undertaking with such resale carrier for the furnishing of any service.
3. Services that are offered at retail by the Telephone Company only to a limited category or class of subscribers are available for resale only to the same category or class of subscribers. Without limiting the generality of the foregoing, and for purposes of example only, residence service may not be resold as business service.
4. Services that are not available to new customers, i.e., limited availability (LA-2 and LA-3) services, are not available for resale.
5. A resale carrier is the Telephone Company's customer of record, and shall therefore be the single and exclusive point of contact for such carrier's subscribers in all matters pertaining to such subscribers' use of the resold service. Applications for service and requests for additions and rearrangements to or discontinuances of any resold service will be accepted by the Telephone Company only from the customer of record. Customer notification will be provided by the Telephone Company only to the customer of record.

INTERIM RESALE PROVISIONS

B. REGULATIONS (Cont'd)

6. A resale carrier, as the customer of record, is subject to and must comply with all conditions, limitations, and regulations that are applicable by Telephone Company tariff to the service being furnished to it by the Telephone Company and shall, in reselling such service to its subscribers, undertake in good faith to ensure that its subscribers fully comply with such of those conditions, limitations, and regulations as may be applicable to their use of the resold service, including without limitation, the Limitations and Use of Service provisions of the Telephone Company's General Regulations Tariff No. 1.
7. The Telephone Company's liability, if any, for any loss or damage arising out of or in connection with its provision of service to a resale carrier is, as to both such carrier and its subscribers, limited by and subject to the provisions of Sections 2.1.3(A-I), 2.3.1, and 2.3.8(A-D) of the Telephone Company's Access Service Tariff No. 217, which sections are specifically incorporated herein by reference. For purposes of the incorporation and application of such sections to this Section, the terms "customer" and "IC" shall mean the resale carrier, and the term "end-user" shall mean any subscriber of such resale carrier.
8. The resale carrier shall, in its tariffs or other contracts for services with its customers, provide that in no case shall the Telephone Company be liable to the resale carrier's customers or any third parties for any indirect, special or consequential damages, including but not limited to, economic loss, lost business or profits, whether foreseeable or not, and regardless of notification by the resale carrier of the possibility of such damages. The resale carrier shall indemnify and hold the Telephone Company harmless from all claims based on any reason whatsoever from its customers as provided in this Section. Nothing in this Section shall be deemed to create a third party beneficiary relationship between the Telephone Company and the resale carrier's customers.
9. The Telephone Company may, subject to review by the State Corporation Commission of Virginia as provided by law, impose such other reasonable and nondiscriminatory conditions and limitations upon the resale of its services as may from time to time be deemed necessary.
10. To permit listings for the resale carrier's subscribers in the Telephone Company's 911E database, the resale carrier shall, as appropriate, provide to the Telephone Company the names, telephone numbers and addresses of all of its subscribers. Any change in the subscriber's name, address or telephone number information (including addition or deletion of a subscriber or a change in subscriber name, telephone number or address) shall be reported by the resale carrier to the Telephone Company within one day after the change occurs.

ADVANCED DATA SERVICES - APPLICATION OF TARIFF

A. GENERAL

This Tariff applies to local advanced data telecommunications services furnished by Frontier Communications of Virginia, Inc. The regulations and rates for the Advanced Data Services are outlined in the General Services Tariff Number 203, Sections 15, 15A, 15B, 30, and the Access Services Tariff Sections 16 and 17.

B. EXPLANATION OF TERMS

ACCESS LINE - A local channel for voice, data, or video communications, which connects Customer location to a location of Company or its underlying carrier or service provider.

ACCOUNT - Customer who has agreed, orally or in writing, to honor the terms of service established by Company. An Account may have more than one service or number and/or numbers billed to the same Customer address. An Account may include multiple locations for the same Customer.

COMMISSION - Virginia State Corporation Commission.

COMPANY - Frontier Communications of Virginia, Inc., unless otherwise clearly indicated by the context.

CUSTOMER - Any person, firm, partnership, corporation or other entity who subscribes to or uses service under the terms and conditions of this tariff. Customer is responsible for the payment of charges for service offered by Company, which are subscribed to or used by Customer. Customer is also responsible for payment of charges for a third person's use of service to which Customer subscribes.

CUSTOMER SITE - A single physical location where Customer's circuits terminate.

DS0 - Describes transmission bandwidth capable of supporting digital bit rates of up to 64 kilobits per second (Kbps).

GROOMING - Allows the connection of up to 24 DS0 channels, or one or more Fractional DS1 channels to a single DS1 channel. Grooming also allows the connection of up to 28 DS1 channels to a single DS3 channel.

HUB - Company designated serving wire center, which is equipped to provide private line service.

ADVANCED DATA SERVICES - APPLICATION OF TARIFF

B. EXPLANATION OF TERMS (Cont'd)

LATA - Local access and transport area. A geographic area established by the US District Court for the State of Virginia in Civil Action No. 82-0192, as modified by the FCC.

LOGICAL CHANNEL - A communications channel that allows transmission of sequenced data packets through one network. One logical channel comes standard with one Frame Relay Subscriber Network Access Line.

NETWORK ADDRESS - The numeric characters representing the origination or destination point (i.e., the Subscriber Network Access Line) for each dedicated circuit accessing the Frame Relay network. The Network Address is numbered in number format. One Network Address comes standard with one Subscriber Network Access Line.

NETWORK MAP - The complete configuration of Customer's Frame Relay Subscriber Network Access Lines and permanent virtual circuits, as defined by the interconnectivity of network addresses and logical channels.

PERMANENT VIRTUAL CIRCUITS (PVC) - Are the electronic equivalent of a private line between two points.

PORT - A DS1 digital switch termination that interfaces directly to a 1.5 Mbps DTF and is capable of handling channels configured as 23B + D or 24B.

PREMISES - The physical space designated by Customer for the termination of Company's service.

SUBSCRIBER NETWORK ACCESS LINE - A dedicated digital line, utilizing the Frame Relay User to Network Interface (UNI) standards, that provides a connection from Customer's premise to COMPANY hub or serving wire center.

TERMINAL EQUIPMENT - Telecommunications devices, apparatus and associated wiring on the premises of Customer.

ADVANCED DATA SERVICES - GENERAL REGULATIONS

A. GENERAL

This Tariff applies to local advanced data telecommunications services furnished by Frontier Communications of Virginia, Inc. The regulations and rates for the Advanced Data Services are outlined in the General Services Tariff Number 3 and the Access Services Tariff.

B. REGULATIONS

1. Contracts or Agreements

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

2. Terminal Equipment

Service may be used with or terminated in Customer-provided terminal equipment. Such terminal equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs it incurs in the use of service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment is used, it shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

3. Inspection, Testing and Adjustments

- a. Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether Tariff requirements are being complied with in the installation, operation, and maintenance of Customer's or Company's equipment. Company may, without notice, interrupt service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- b. Upon reasonable notice, the facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.
- c. Company shall not be liable to Customer for any damages for service interruption pursuant to this Tariff.

ADVANCED DATA SERVICES - GENERAL REGULATIONS

B. REGULATIONS (Cont'd)

4. Interruption of Service

- a. It shall be the obligation of Customer to notify Company of any interruption of service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer or is not in wiring or equipment connected to the terminal of Company. Company's liability for service interruption is limited according to the provisions of Tariff 1.
- b. When service is interrupted for four hours or more, Company will, upon request by Customer, issue a credit computed as set forth below, provided such interruption is not determined by Company to have been caused by the negligence or willful action of Customer, or any other person at Customer's terminal location, or by the failure of Customer's equipment or power supply.
- c. Credit is computed by multiplying the monthly rate for service by the ratio that the number of hours in the period of interruption bears to 720 hours. For the purpose of this computation, each month shall be considered to have 720 hours. The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges.
- d. An interruption is measured from the time Company detects trouble or Customer notifies Company of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. No credit shall be given for an interruption of service of less than four hours. The credit for a billing period shall not exceed the monthly rate.

5. Provision of Service

Services are provided only in those geographic areas where facilities exist, where Company has in its discretion determined (subject to applicable law) to provide services, and where Company is authorized to provide services. Provision of services offered under this Tariff is subject to availability.

6. Special Construction

The regulations, rates and charges for special construction are set forth in contracts between Company and Customer and apply in instances where substantial construction costs with no foreseeable reuse of facilities is forecast. The special construction rates and charges are in addition to the regulations and rates and charges specified elsewhere.

ADVANCED DATA SERVICES - APPLICATION OF RATES

A. GENERAL

This Tariff applies to local advanced data telecommunications services furnished by Frontier Communications of Virginia, Inc. The regulations and rates for the Advanced Data Services are outlined in the General Services Tariff Number 3 and the Access Services Tariff.

1. Availability of Service

Company's service is furnished to Customers for data communications originating and terminating within the state under the terms and conditions of this Tariff. Company's service is available 24 hours per day, seven days per week unless otherwise specified herein.

2. Mileage Measurement

The mileage to be used to determine the monthly rate for the Channel Mileage is calculated on the airline distance between the locations involved, i.e., the serving wire centers associated with two Customer-designated premises; a serving wire center associated with Customer-designated premises and a Network Controller location or Company Hub; a serving wire center associated with Customer-designated premises and an expanded Interconnection multiplexing location; an expanded Interconnection multiplexing location and Company Hub where multiplexing functions are performed; or two Company Hubs. The serving wire center associated with Customer-designated premises is the serving wire center from which Customer-designated premises would normally obtain a dial tone.

The mileage to be used to determine the monthly rate for the Channel Mileage is calculated on the airline distance between the locations involved, i.e., the serving wire centers associated with two Customer-designated premises, a serving wire center associated with Customer-designated premises and a Network Controller location or Company Hub; a serving wire center associated with Customer-designated premises and expanded interconnection multiplexing location and Company Hub where multiplexing functions are performed; or two Company Hubs. The serving wire center associated with Customer-designated premise is the serving wire center from which Customer-designated premises would normally obtain dial tone.

When Hubs are involved, mileage is computed and rates applied separately for each section of the Channel Mileage, i.e., Customer-designated premises serving wire center, expanded interconnection multiplexing node or virtual collocation arrangement. However, when any service is routed through a Hub for purposes other than Customer specified bridging, multiplexing, grooming, or vertical service, rates will be applied only to the distance calculated between the serving wire centers associated with Customer-designated premises.

Formula:
$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

VOLUME INCENTIVE PLAN

A. GENERAL

The Volume Incentive Plan ("VIP" or "Plan") is a discount and credit plan available to business customers who are members of an eligible business affinity group. To qualify for the plan, both the eligible business affinity group and each individual business customer must meet certain initial and continuing eligibility criteria, as set forth in paragraph B.a.(1). If the eligibility criteria are met, the plan provides each eligible business customer with discounts and credits on its contributing total billings ("CTB") for business telecommunications services provided by the Telephone Company and certain of its affiliates, as set forth in paragraph C.1.a.

B. REGULATIONS

1. Definition of Terms

Entities

Affiliate - An affiliate of an entity shall mean any entity that (directly or indirectly) is controlling, controlled by, or under common control with that entity. For purposes of the VIP plan, the Telephone Company's Affiliates shall consist solely of all Frontier local exchange carriers.

Eligible Business Affinity Group ("EBAG") - A group that is (i) a trade association comprised of businesses engaged in the same or similar industries, trades or professions, and whose purpose is to promote the common business interests of its members, or (ii) a commercial organization with affiliated franchises, independent agents, independent distributors, or other multiple commercial representatives, or (iii) a buying group not formed solely for the purpose of obtaining discounts on telecommunications services, and (iv) able to meet the aggregate initial and continuing eligibility criteria set forth in paragraph B.2.a.(1). None of the above groups may unlawfully withhold membership from any eligible person or entity.

Member Firm - (i) An EBAG and existing and new members in good standing of an EBAG ("EBAG Members"); (ii) when elected by an EBAG Member, affiliates of EBAG Members which are engaged in the same or similar industries, trades or professions as the EBAG Member ("Eligible Affiliates"); and (iii) upon mutual agreement of the Telephone Company and the EBAG, other business entities which provide supporting services to the EBAG's common industries, trades or professions ("Industry Utilities"). An EBAG Member and some or all of its eligible affiliates may elect to be treated as a single individual member firm under the plan. Where such election is made, the CTB of the EBAG Member and its eligible affiliates shall be combined for all purposes under the plan.

Customer - A member firm that has executed an individual agreement to subscribe to the plan. An EBAG Member and some or all of its eligible affiliates may elect to be treated as a single individual customer under the plan. Where such election is made, the EBAG Member may execute a single individual agreement on behalf of itself and its eligible affiliates, and the CTB of the EBAG Member and its eligible affiliates shall be combined for all purposes under the plan.

VOLUME INCENTIVE PLAN

B. REGULATIONS (Cont'd)

1. Definition of Terms (Cont'd)

Time Periods

Base Year - The 12 months ending December 31, except as otherwise agreed to by the Telephone Company and the EBAG.

Effective Date - The date when the Telephone Company and the EBAG agree to commence the sign-up period.

Sign-Up Period - The time required, following the effective date, for member firms to execute a sufficient number of individual agreements to meet the minimum required aggregate member firm base year CTB. The sign-up period shall not exceed 112 days unless the Telephone Company and the EBAG agree to extend it.

Waiting Period - The period of time beginning with a customer's execution of an individual agreement and ending with the commencement of the term of the plan. There shall be no waiting period for customers which execute an individual agreement after the term commences.

Pre-Waiting Period - A period of time immediately preceding the waiting period, to be agreed upon by the Telephone Company and the EBAG, but in no event longer than three months.

Term - The term of the plan shall be three years, commencing on (i) the date this tariff becomes effective, or (ii) the date, during the sign-up period or during any extension thereof, on which member firms have executed a sufficient number of individual agreements to meet the minimum required aggregate member firm base year CTB, whichever is later. The term may be extended by agreement of the Telephone Company and the EBAG.

Measurement Period - The six month period beginning on the first day of the term of the plan, and each succeeding six month period during the term.

Month - Any calendar month during a measurement period.

Initial Qualification for VIP Discounts and Credits

Services - The services are (a) all telecommunications services (as defined in the Telecommunications Act of 1996, as amended) that the Telephone Company and its affiliates are legally permitted to offer and that are obtained from the Telephone Company and its affiliates directly (i.e., not through a carrier not affiliated with the Telephone Company or its affiliates which is reselling such services).

VIP Discounts and Credits - The discounts and credits set forth in paragraph C.1.

Pre-Waiting Period Credit - A credit, described in paragraph C.4.

VOLUME INCENTIVE PLAN

B. REGULATIONS (Cont'd)

1. Definition of Terms (Cont'd)

Initial Qualification for VIP Discounts and Credits (Cont'd)

Waiting Period Credits - Credits, described in Paragraph C.5.

Contributing Total Billings or CTB - All billings for services during an applicable period of time under the plan, excluding taxes and surcharges that applicable laws, tariffs, regulations or regulatory orders require member firms or customers to pay.

Individual member firm base year contributing total billings or individual member firm base year CTB - The CTB of an individual member firm during the base year, except as otherwise agreed to by the Telephone Company and the EBAG.

Individual customer base year contributing total billings or individual customer base year CTB - The CTB of an individual customer during the base year, except as otherwise agreed to by the Telephone Company and the EBAG.

Aggregate member firm base year contributing total billings or aggregate member firm base year CTB - The CTB of all individual member firms, taken together, during the base year. To be eligible for the plan, an EBAG must have aggregate member firm base year CTB of at least \$85 million.

Aggregate customer base year contributing total billings or aggregate customer base year CTB - The CTB of all individual customers, taken together, during the base year.

Minimum required individual member firm base year contributing total billings or minimum required individual member firm base year CTB - \$10,000 or the applicable individual member firm base year CTB, whichever is greater.

Minimum required aggregate member firm base year contributing total billings or minimum required aggregate member firm base year CTB - 70% of the aggregate member firm base year CTB.

Continuing Qualification for VIP Discounts and Credits

Individual customer monthly contributing total billings or individual customer monthly CTB - The CTB of an individual customer during a specified calendar month of a measurement period, before application of the VIP discounts.

Aggregate customer monthly contributing total billings or aggregate customer monthly CTB - The CTB of all individual customers, taken together, during a specified calendar month of a measurement period, before application of the VIP discounts.

VOLUME INCENTIVE PLAN

B. REGULATIONS (Cont'd)

1. Definition of Terms (Cont'd)

Continuing Qualification for VIP Discounts and Credits (Cont'd)

Individual customer waiting period contributing total billings or individual customer waiting period CTB - The CTB of an individual customer during the waiting period, before application of the VIP discounts.

Individual customer measurement period contributing total billings or individual customer measurement period CTB - The CTB of an individual customer during a measurement period, before application of the VIP discounts.

Aggregate customer measurement period contributing total billings or aggregate customer measurement period CTB - The CTB of all individual customers, taken together, during a measurement period, before application of the VIP discounts.

Minimum required individual customer waiting period CTB - The ratio of the waiting period to the base year must be a minimum of 90% of the minimum required individual member firm base year CTB.

Minimum required individual customer measurement period CTB - 45% of the minimum required individual member firm base year CTB during each measurement period, before application of the VIP discounts.

Minimum required aggregate measurement period CTB - 35% of the aggregate customer base year CTB during each measurement period, before application of the VIP discounts.

Miscellaneous

Individual Agreement - An agreement pursuant to which a member firm shall subscribe to the plan. A member firm shall be deemed a customer upon its execution of an individual agreement.

Service Order - An order (which may be electronic) by a customer for one or more services for which VIP discounts are provided under the plan.

Tariffs - The filed and effective tariffs of the Telephone Company that are applicable to the services.

VOLUME INCENTIVE PLAN

B. REGULATIONS (Cont'd)

2. Eligibility and Commitments

a. Individual Eligibility and Commitments

- (1) Member firms which meet the minimum required individual member firm base year CTB may execute individual agreements and become customers. Member firms which do not meet the minimum required individual member firm base year CTB may not execute individual agreements and may not become customers.
- (2) Upon execution of an individual agreement, the customer shall earn pre-waiting period credits, and the customer's waiting period shall begin. During the waiting period, the customer shall earn waiting period credits. The pre-waiting period credits and the waiting period credits shall be applied to the customer's account beginning with the customer's first or second invoice after the commencement of the term of the plan, provided that the customer has met the minimum required individual customer waiting period CTB.
- (3) The customer will begin receiving VIP discounts upon (i) the commencement of the term of the plan, or (ii) the date when a customer executes an individual agreement, whichever is later.
- (4) If a customer signs an individual agreement during any measurement period, that customer's CTB shall be prorated during the measurement period in which the customer signed the individual agreement.
- (5) During each measurement period, a customer must maintain the minimum required individual customer measurement period CTB.

b. Aggregate Eligibility and Commitments

- (1) If member firms have executed a sufficient number of individual agreements to meet the minimum required aggregate member firm base year CTB during the sign-up period or during any extension thereof, the term of the plan will commence the date, during the sign-up period or during any extension thereof, on which member firms have executed a sufficient number of individual agreements to meet the minimum required aggregate member firm base year CTB, whichever is later. If member firms have not executed a sufficient number of individual agreements to meet the minimum required aggregate member firm base year CTB during the sign-up period, the Telephone Company and the EBAG may agree to extend the sign-up period, or either the Telephone Company or the EBAG may terminate the plan without liability.

VOLUME INCENTIVE PLAN

B. REGULATIONS (Cont'd)

2. Eligibility and Commitments (Cont'd)

b. Aggregate Eligibility and Commitments (Cont'd)

(2) During each measurement period, the customers collectively must maintain the minimum required aggregate measurement period CTB.

3. Failure to meet the minimum required aggregate customer measurement period CTB

- a. If the customers collectively do not meet the minimum required aggregate measurement period CTB for any measurement period, the Telephone Company shall notify the EBAG and may (in its sole discretion) terminate the plan if the customers collectively do not meet or exceed one-half of the minimum required aggregate measurement period CTB during the 90 days following the EBAG's receipt of such notice.
- b. In the event of a termination of the plan by the Telephone Company pursuant to paragraph B.2.a., the VIP discounts shall be discontinued and the pricing and other terms and conditions applicable to the services shall revert to the pricing and other terms and conditions that were in effect prior to the first day of the term of the plan. Notwithstanding the foregoing, any customer that is meeting its minimum required individual customer measurement period CTB at the time of such termination may, at its option, continue to receive the VIP discounts and otherwise take service from the Telephone Company subject to the terms and conditions of the plan after such termination for one-half of the customer's term commitment for the service, not to exceed eighteen (18) months, provided that such customer continues to meet its minimum required individual customer measurement period CTB in each measurement period in which it desires to continue to receive the VIP discounts, and otherwise complies with the terms and conditions of the plan.
- c. Other than the prospective loss of VIP discounts by customers, subject to paragraph C.1., and the inability of member firms to execute individual agreements and become customers under the plan after such a termination, there shall be no penalties for failure to meet the minimum required aggregate measurement period CTB.

VOLUME INCENTIVE PLAN

B. REGULATIONS (Cont'd)

4. Failure to meet the minimum required individual customer measurement period CTB

- a. If a customer does not meet the minimum required individual customer measurement period CTB for any measurement period, the Telephone Company shall notify the customer and may (in its sole discretion) terminate the customer's individual agreement if the customer does not meet or exceed one-half of the minimum required individual customer measurement period CTB during the 90 days following the customer's receipt of such notice, unless waiver or reduction conditions apply as described in paragraph B.4. Upon such termination, the provisions of paragraphs B.3.b. and B.3.c. shall apply.
- b. If the customer's individual agreement is so terminated, the customer shall return to the Telephone Company the VIP discounts provided to the customer during the measurement period in which such termination occurs ("Final Measurement Period"). If the final measurement period is the first through the fourth measurement periods under the plan, the customer shall return the final measurement period VIP discounts in a cash payment to be made no later than 30 days after the effective date of such termination. In addition, the customer will pay the Telephone Company interest on the final measurement period VIP discounts at a rate equal to, and on terms comparable to, the interest (if any) that the customer would be required to pay the Telephone Company for late payment of billings for services. If the final measurement period is the fifth or sixth measurement period under the plan, the customer may elect to return the final measurement period VIP discounts by either of two options. One option is a cash payment as described above. The second option is to extend the term commitment for a service covered by the plan for a sufficient period of time so that payments to the Telephone Company during the additional period are at least 1.33 times the amount of the final measurement period VIP discounts applicable to such service. Upon the Telephone Company's receipt of the final measurement period VIP discounts under either election described above, the customer shall have no further liability to the Telephone Company with respect to the customer's individual agreement.
- c. A former customer whose participation in the plan has been terminated pursuant to paragraph B.3.a. may re-subscribe to the plan, provided that the customer's individual customer monthly CTB for the month prior to such re-subscription is in excess of 16.7% of its minimum required individual customer measurement period CTB. Former customers shall re-subscribe to the plan by executing an individual re-subscription agreement. For purposes of meeting minimum required individual customer measurement period CTB, the customer's CTB shall be prorated during the measurement period in which the customer re-subscribes.

VOLUME INCENTIVE PLAN

B. REGULATIONS (Cont'd)

5. Reductions to and Waivers of Minimum Required Individual Customer
Measurement Period CTB

a. Grounds for Reduction

1. In the event that any of the following events reduces a customer's use of or expenditures for services, the affected customer's minimum required individual customer measurement period CTB shall be reduced. Any reduction shall be made effective upon the date of the event that gave rise to the reduction and shall continue for the remainder of the term, unless otherwise stated below. The amount of any reduction shall be calculated with reference to the average annual billings for the affected service.
 - (i) The discontinuance of all or any material portion of any service pursuant to any provision of this plan, a tariff, or an individual case basis or customer specific pricing arrangement under which the customer subscribes to the service, allowing the customer to discontinue or cancel such service without liability (other than for payment for services rendered prior to such discontinuance);
 - (ii) The Telephone Company's failure, refusal or inability to continue to provide any service or material portion thereof to a customer where such failure, refusal or inability is not attributable in whole or material part to acts or omissions of the customer;
 - (iii) The Telephone Company's reduction of rates or charges payable for services;
 - (iv) The replacement of all or a material portion of a service with an upgrade service. A replacing service shall be deemed an upgrade service if: (1) the total bandwidth of all units of replacing service equals or exceeds the total bandwidth of all units of replaced service; or (2) the replacing service provides new or improved network functionality or network efficiency as compared to the replaced service. The customer's minimum required individual customer measurement period CTB will be reduced by the net difference between the individual customer measurement period CTB of the upgrade service and the individual customer measurement period CTB of the replaced service or portion thereof if remove/install orders are placed within 90 days of each other, and if the commitment term of the upgrade service equals or exceeds the remaining commitment term of the replaced service or portion thereof;

VOLUME INCENTIVE PLAN

B. REGULATIONS (Cont'd)

5. Reductions to and Waivers of Minimum Required Individual Customer Measurement Period CTB (Cont'd)

a. Grounds for Reduction (Cont'd)

The sale or other disposition by a customer of a division or other significant business unit (collectively "business unit"); a merger or acquisition of or by a customer; the outsourcing of other than a telecommunications business function within any business unit that involves a reduction in the number of customer's employees; or a business downsizing, which shall be defined as a reduction in the size or number of business locations or employees of a customer that causes a reduction in that customer's use of the services.

b. Grounds for Waiver

In the event that one or more events of the following kind reduces a customer's use of or expenditures for the services, the affected customer's minimum required individual customer measurement period CTB shall be waived: a reduction in a customer's use of or expenditures for services because of a business downturn, merger or consolidation (i.e. whether one event or a series of events) that reduces such customer's annualized gross revenues, as reported on the customer's most recent published quarterly financial statements, by more than 10%, as compared to the customer's annualized gross revenues as reported on the customer's published financial statements for the preceding four quarters.

c. Determination of Appropriate Reduction or Waiver

If a customer does not meet its applicable minimum required individual customer measurement period CTB for a given measurement period, or it appears likely that it will fail to do so, the Telephone Company and the customer shall meet to determine the degree to which such failure is attributable to one or more of the events listed above and the degree to which it is attributable to other events or circumstances (e.g., diversion of traffic to another carrier). If the Telephone Company and the customer agree upon the appropriate attribution, the affected customer's minimum required individual customer measurement period CTB shall be reduced or waived in accordance with such agreement. If the Telephone Company and the customer are unable to agree upon the appropriate attribution, they may agree upon an alternate method of resolving the dispute.

VOLUME INCENTIVE PLAN

B. REGULATIONS (Cont'd)

6. VIP Discounts and Credits

- a. Provided that the EBAG and the customer meet the eligibility requirements of the plan, the customer will receive the VIP discounts, pre-waiting period credits and waiting period credits as specified in paragraph C.1. The VIP discounts and credits will be applied above and beyond those that the customer obtains individually (through tariff, individual case basis or customer specific pricing arrangements) from the Telephone Company, i.e., they will be applied after (and on top of) any discounts provided to the customer through tariff, individual case basis or customer specific pricing arrangements.
- b. The VIP discounts will be retroactive to the commencement of the term of the plan or the date when a customer executes an individual agreement, whichever is later.
- c. If a customer's term commitment with respect to a service receiving VIP discounts expires after the expiration of the term of this plan, the customer shall continue to receive VIP discounts, as described in C.1., applicable to such Service for one-half of the customer's term commitment for the service, not to exceed eighteen months after the expiration of the term of this plan.

VOLUME INCENTIVE PLAN

B. REGULATIONS (Cont'd)

6. VIP Discounts and Credits (Cont'd)

- d. The Telephone Company will apply the VIP discounts in accordance with all applicable terms and conditions of the plan in an accurate and timely manner. If the Telephone Company does not apply a VIP discount in an accurate or timely manner, or if the Telephone Company does not apply a VIP discount in accordance with applicable terms and conditions of the plan, or if the Telephone Company fails to perform any other obligation under the plan and as a result of such non-performance a customer does not receive a VIP discount that such customer would have received in the absence of such failure to perform (such actions by the Telephone Company shall be referred to collectively as "VIP discount shortfalls"), the Telephone Company will make billing adjustments, as necessary, to ensure that VIP discounts are provided as if no VIP discount shortfall had occurred. In addition, the Telephone Company will pay the affected customers interest on any VIP discount shortfall billing adjustments at a rate equal to, and on terms comparable to, the interest (if any) that the customer would be required to pay the Telephone Company for late payment of billings for the affected service(s).

7. Management Reports

- a. At the end of each month of a measurement period, the Telephone Company shall provide monthly management reports to the EBAG that include (i) the individual customer monthly CTB of each customer, and its relationship to such customer's minimum required individual customer measurement period CTB for the current measurement period; (ii) the VIP discounts given or credited to each customer in such month; and (iii) the aggregate customer monthly CTB, and its relationship to the minimum required aggregate measurement period CTB for the current measurement period. Customers shall be required to consent to the disclosure of this information to the EBAG in their individual agreements in order to receive the VIP discounts.

VOLUME INCENTIVE PLAN

B. REGULATIONS (Cont'd)

7. Management Reports (Cont'd)

- b. At the end of each month of a measurement period, the telephone company shall provide monthly management reports to each customer that include (i) the customer's individual customer monthly CTB, and its relationship to such customer's minimum required individual customer measurement period CTB for the current measurement period; (ii) the VIP discounts given or credited to the customer in such month; and (iii) the aggregate customer monthly CTB, and its relationship to the minimum required aggregate measurement period CTB for the current measurement period.

8. Individual Agreements

- a. Each member firm desiring to subscribe to the plan shall execute an individual agreement with the Telephone Company. Each individual agreement shall include a statement of the subject member firm's individual member firm base year CTB, broken down by billing telephone numbers ("BTNs"). The Telephone Company also shall provide to the EBAG each member firm's individual member firm base year CTB, provided that, in the individual agreement or otherwise, the member firm has provided the Telephone Company with written consent to the disclosure of such information to the EBAG.
- b. Each customer's individual agreement shall include a statement authorizing the Telephone Company to use the customer's customer proprietary network information ("CPNI") in the possession, custody or control of the Telephone Company solely to the extent necessary to implement the plan.

9. Limitation of Liability

No customer shall have any liability for any payments for services, other charges, or any other financial obligation owed to the Telephone Company by another customer. The EBAG shall have no liability for any payments for services, other charges, or any other financial obligation owed to the Telephone Company by member firms. Notwithstanding the foregoing, in no event under any circumstances whatsoever shall a member firm (whether or not a customer) be directly or indirectly liable in any respect for any acts or omissions of any kind whatsoever by the EBAG or another member firm, and in no event under any circumstances whatsoever shall the EBAG be directly or indirectly liable in any respect for any acts or omissions of any kind whatsoever by a member firm. Except as specifically provided in the plan, the obligations of the parties regarding the provision of and payment for the services, and the liability of the parties with respect to the services, shall be as set forth in the applicable tariffs, individual case basis and customer specific pricing arrangements.

VOLUME INCENTIVE PLAN

C. RATES AND CHARGES

1. VIP Discounts and Credits

a. Discounts and Credits

The following VIP discounts and credits will be provided to customers as set forth below.

(1) Monthly CTB Discount - 6%

This is a discount applicable to each customer's individual customer measurement period CTB. The discount will be effective upon the commencement of the term of the plan, and will be applied to the customer's account beginning with the customer's first or second invoice after the commencement of the term of the plan.

2. Contract Renewal Discount - 3%, for a Total VIP Discount of 9%

(i) In addition to the individual customer monthly CTB discount of 6%, a contract renewal discount of 3% will apply to renewal contract service, as defined below, that the customer purchases during the term of the plan. The contract renewal discount will be applied to the customer's account beginning with the customer's first or second invoice after the purchase of the renewal contract service. The contract renewal discount may be applied to a renewal contract service only once during the term of this plan, so that the contract renewal discount shall remain at 3%, for a total VIP discount of 9%, regardless of how many times a particular contract service is renewed during the term of this plan.

(ii) "Renewal Contract Service" is (i) a service purchased by a customer under a term commitment that the customer continues to purchase under a new term commitment that is at least as long as the shorter of the previous commitment term or three years; or (ii) a service previously purchased by a customer on a month-to-month basis that the customer elects to purchase under a term commitment of not less than one year.

3. New Contract Discount - 4-6%, for a Total VIP Discount of 10-12%

(i) In addition to the individual customer monthly CTB discount of 6%, a customer shall receive new contract discounts, as described below. The foregoing election shall be made at the time the customer executes an individual agreement.

VOLUME INCENTIVE PLAN

C. RATES AND CHARGES (Cont'd)

3. New Contract Discount - 4-6%, for a Total VIP Discount of 10-12% (Cont'd)

- (ii) In addition to the individual customer monthly CTB discount of 6%, a new contract discount of 4% or 6% will apply to new contract service, as defined below, that the customer purchases during the term of this plan. The new contract discount will be applied to the customer's account beginning with the customer's first or second invoice after the purchase of the new contract service.
- (iii) "New Contract Service" is defined as a service not previously purchased by a customer under a term commitment that a customer purchases under a term commitment of not less than one year, provided that, if the new service is replacing existing service, the new service must qualify as upgrade service as defined in paragraph b.4.a.1.(iv). a new service that replaces an existing service but does not qualify as upgrade service may be discounted as a renewal contract service if it satisfies the requirements of paragraph C.2.(ii).
- (iv) During each measurement period, a new contract discount of 4% will apply to new contract service purchased during any measurement period, subject to adjustment as set forth below.
- (v) At the end of each measurement period, the customer's account will be reviewed. If the customer's individual customer measurement period CTB during the preceding measurement period equals or exceeds 53% of the customer's individual customer base year CTB, then an additional new contract discount of 2%, for a total new contract discount of 6%, will apply to new contract service during the preceding measurement period.

4. Pre-Waiting Period Credit - 3%

- (i) This is a credit equal to the contract renewal discount of 3% that will apply to certain renewal contract service and to certain new contract service, as follows. The credit will apply to renewal contract service and to new contract service for which the customer executed a term commitment during the pre-waiting period.
- (ii) The pre-waiting period credit will be in effect from the customer's execution of the term commitment through the end of the term of the plan, and will apply in lieu of, and not in addition to, any other contract renewal discount or new contract discount.
- (iii) That portion of the credit earned prior to the commencement of the term of the plan will be applied to the customer's account beginning with the customer's first or second invoice after the commencement of the term of the plan, provided the customer has met the minimum required individual customer waiting period CTB.

VOLUME INCENTIVE PLAN

C. RATES AND CHARGES (Cont'd)

5. Waiting Period Credits - Total VIP Discount of 6%, 9% or 10%

(i) Waiting period credits consist of multiple credits that will apply during and (in certain cases described below) after the waiting period. first, a credit equal to the monthly CTB discount of 6% will apply to the customer's individual customer waiting period CTB. This credit will be replaced with the monthly CTB discount of 6% upon the commencement of the term of the plan. Second, a credit equal to the contract renewal discount of 3% will apply to renewal contract service that the customer purchases during the waiting period. This credit will be in effect from the customer's execution of the term commitment through the end of the term of the plan, and will apply in lieu of, and not in addition to, any other contract renewal discount. Third, a credit equal to the new contract discount of 4% will apply to new contract service that the customer purchases during the waiting period. this credit will be in effect from the customer's execution of the term commitment through the end of the term of the plan, and will apply in lieu of, and not in addition to, any other contract renewal discount, except that the adjustment described in paragraph C.3.(v) shall apply to the credit.

(ii) That portion of waiting period credits earned prior to the commencement of the term of the plan will be applied to the customer's account beginning with the customer's first or second invoice after the commencement of the term of the plan, provided the customer has met the minimum required individual customer waiting period CTB.

6. VIP discounts and credits will only be applied to services used to provide intrastate communication, but the applicable CTB of all services will be used in calculating the specific amount of VIP discounts and credits to be applied to such intrastate communication services.

7. VIP discounts may continue to apply after expiration of the term of the plan or termination of the plan as set forth in paragraphs B.2.b. and B.5.c.

RATE GUIDE

A. GENERAL

This section contains a list of rate centers for the State of Virginia with V-H, vertical and horizontal, coordinates and instructions for determining airline mileages for local measured, long distance message telecommunications service, and interexchange channels.

B. REGULATIONS

1. Each exchange in the State of Virginia is assigned a rate center.
2. For the purpose of determining airline mileages vertical and horizontal grid lines have been established across the State of Virginia. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. A vertical (V) and horizontal (H) coordinate is computed for each rate center from its latitude and longitude location by use of appropriate map-projection equations. A pair of V-H coordinates locates a rate center, for determining airline mileages, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two rate centers is the airline mileage computed as explained in 5. following.
3. The mileage for multipoint interexchange channel services is that combination of airline distances between rate centers which will produce the lowest total interexchange mileage charge.
4. Determination of Airline Mileages
 - a. Local Measured, Long Distance Message Telecommunications Service
 - (1) To determine the rate distance between any two rate centers proceed as follows.
 - (a) Obtain the "V" and "H" coordinates for each rate center.

RATE GUIDE

B. REGULATIONS (Cont'd)

4. Determination of Airline Mileages (Cont'd)

a. Local Measured, Long Distance Message Telecommunications Service
(Cont'd)

(1) To determine the rate distance between any two rate centers proceed as follows. (Cont'd)

(b) Obtain the difference between the "V" coordinates of the two rate centers.
Obtain the difference between the "H" coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

(c) Divide each of the differences obtained in (b) by three, rounding each quotient to the nearer integer.

(d) Square these two integers and add the two squares.

If the sum of the squares is greater than 1777, divide the integers obtained in (c) by three and repeat step (d). Repeat this process until the sum of the squares obtained in (d) is less than 1778.

(e) The number of successive divisions by three in steps (c) and (d) determines the value of "N". Multiply the final sum of the two squares obtained in step (d) by the multiplier specified in the following table for this value of "N" preceding.

<u>N</u>	<u>Multiplier</u>	<u>Minimum Rate Mileage</u>
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361

(f) Obtain square root of product in (e) and, with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate shown in (e) preceding, the minimum rate mileage corresponding to the "N" value is applicable.

RATE GUIDE

B. REGULATIONS (Cont'd)

4. Determination of Airline Mileages (Cont'd)

a. Local Measured, Long Distance Message Telecommunications Service
(Cont'd)

(2) Example (Cont'd)

(i) Multiply final sum of squared integers by factor 72.9 (corresponding to "N" = 3)

$$\begin{array}{r} 541 \\ \times 72.9 \\ \hline = 39,438.9 \end{array}$$

(j) Square root of 39,438.9 = 198 and a fraction, which is rounded up to 199 miles with fractional miles being considered full miles. The 199 miles is larger than the minimum of 121 rate miles applicable when "N" = 3, so the message rate mileage is 199 miles.

b. Interexchange Channels

(1) To determine the rate distance between any two rate centers proceed as follows.

(a) Obtain the "V" and "H" coordinates for each rate center.

(b) Obtain the difference between the "V" coordinates of the two rate centers.
Obtain the difference between the "H" coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

(c) Square each difference obtained in (b) preceding.

(d) Add the squares of the "V" difference and "H" difference obtained in (c) preceding.

(e) Divide the sum of the squares obtained in (d) preceding by ten. Round to the next higher integer if any fraction is obtained.

(f) Obtain the square root of the result obtained in (e) preceding. This is the rate distance in miles with fractional miles being considered full miles.

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RATE GUIDE

B. REGULATIONS (Cont'd)

4. Determination of Airline Mileages (Cont'd)

b. Interexchange Channels (Cont'd)

(2) Example

The rate distance is required between Orange and Richmond.

	<u>V</u>		<u>H</u>	
Richmond	5906		1472	
Orange	<u>5844</u>		<u>1652</u>	
Difference	62		180	
Squared	3,844	+	32,400	= 36,244
	<u>36,244</u>	=	3,624.4	
	10			

square root of 3,625 = 60.2 = 61 airline miles

5. List of Rate Center

The columns following, headed "V" and "H", contain the vertical and horizontal coordinates for each rate center.

<u>Rate Center</u>	<u>V</u>	<u>H</u>	<u>Reference</u> <u>Number *</u>	<u>Rate Center</u>	<u>V</u>	<u>H</u>	<u>Reference</u> <u>Number *</u>
Crows-Hematite	6134	1894					

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PARTICIPATING COMPANIES

A. GENERAL

This section contains a list of Local Exchange Companies with which arrangements are in effect for the interchange of long distance messages.

B. REGULATIONS

List of Participating Companies

<u>Reference Number</u>	<u>Company</u>	<u>Address</u>
1	Amelia Telephone Corporation.....	Amelia, Virginia
2	Buggs Island Telephone Cooperative*.....	Bracey, Virginia
3	Burke's Garden Telephone Company, Incorporated*....	Burke's Garden, Virginia
4	Central Telephone Company of Virginia.....	Charlottesville, Virginia
5	Citizens' Telephone Cooperative.....	Floyd, Virginia
6	NTELOS Telephone Inc.....	Waynesboro, Virginia
7,8	Frontier Communications of Virginia, Inc.....	Mechanicsville, Virginia
9	Highland Telephone Cooperative.....	Monterey, Virginia
10	MGW Telephone Company.....	Williamsville, Virginia
11	New Castle Telephone Company.....	New Castle, Virginia
12	New Hope Telephone Cooperative.....	New Hope, Virginia
13	North River Telephone Cooperative.....	Dayton, Virginia
14	Pembroke Telephone Cooperative.....	Pembroke, Virginia
15	Peoples Mutual Telephone Company, Incorporated....	Gretna, Virginia
16	Roanoke and Botetourt Telephone Company.....	Daleville, Virginia

* Indirect connecting company.

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PARTICIPATING COMPANIES

B. REGULATIONS (Cont'd)

List of Participating Companies (Cont'd)

<u>Reference Number</u>	<u>Company</u>	<u>Address</u>
17	Scott County Telephone Cooperative, Incorporated ...	Gate City, Virginia
18	Shenandoah Telephone Company	Edinburg, Virginia
19	United Telephone-Southeast, Incorporated	Charlottesville, Virginia
20	Virginia Telephone Company	Hot Springs, Virginia

CORPORATE REWARDS

A. GENERAL

Corporate Rewards is an optional discount plan available to business customers, consisting of the following components:

1. Qualifying Usage - Uniform rates, as set forth in C. following, that do not vary by time-of-day or day-of-week, billed on a per call basis for local calls and on a per minute basis timed at one second increments apply to the following types of intraLATA customer-dialed station-to-station sent-paid:

- Message Local Usage
- IntraLATA Toll
- Toll Free, e.g., WATS
- Circuit- or packet-switched transmissions

-
2. Volume Discount Rate - A volume discount rate applies to qualifying, monthly usage services based on aggregated qualifying revenue volumes across all customer billing telephone numbers within the state that subscribe to Corporate Rewards. The discount rate is automatically adjusted should a customer's qualifying revenue vary between Corporate Rewards tiers. The qualifying Corporate Rewards tier is determined by rating usage at the Corporate Rewards base rate as set forth in C. following. There is a maximum and a minimum qualifying usage threshold, as set forth in C. following, that a customer's usage must be within in order to qualify for a volume discount rate.
3. Loyalty Discount - Customers that sign a one, two, or three-year service agreement will be eligible for loyalty discounts. The loyalty discounts will apply in the thirteenth (13th) month. For each consecutive year, up to and including the fifth year, a customer will receive an increased loyalty discount, as set forth in C. following. After the fifth year, customers will continue to receive a loyalty discount, capped at the fifth-year discount level. The loyalty discount will apply to the customer's discounted monthly usage charges and will be applied on a billing telephone number level. Customers who exceed the Tier 4 maximum monthly aggregated usage volume will not receive a loyalty discount.

CORPORATE REWARDS

A. GENERAL (Cont'd)

4. Access Line Discount - Customers receive a fixed dollar discount, as set forth in C. following, on eligible access lines, including:

- Dedicated PRI Service Arrangement
- Business Dial Tone line Individual or PBX
- Digital Service-Voice, LD and Internet(Trunk Capacity)

Access lines included in customer specific pricing agreements are ineligible for the access line discount. However, customers with customer specific pricing agreements are eligible to subscribe to and receive the benefits of all the other Corporate Rewards components. Customers who exceed Tier 4 maximum monthly aggregated usage volume will not receive access line discounts. Customers who do not exceed Tier 1 maximum monthly usage volume will also not receive access line discounts. For customers subscribing to a two- or three-year Corporate Rewards service agreement, access line discounts apply only to those access lines rated on the shortest term period available. Customers must convert their existing access lines to the shortest term period available in order to be eligible for the access line discounts.

Applicable service connection charge(s) associated with individual business lines and PBX trunks will be waived when customers subscribe to a two or three-year service agreement. The full amount waived under the preceding sentence will be charged back to the customer if the customer leaves Frontier Communications of Virginia, Inc., disconnects any line(s) or trunk(s), or terminates the service agreement within 12 months after signing the agreement.

B. CONDITIONS

1. Minimum Usage Threshold - A customer must meet a minimum monthly usage threshold, as set forth in C. following. Should a customer's actual monthly aggregate qualified usage revenue be less than the minimum usage threshold, a minimum usage fee will be applied to the customer's main billing telephone number. The minimum usage fee is equal to the difference between the minimum monthly usage threshold and the customer's actual monthly aggregate qualified usage revenue.
2. Service Agreement - Customers are required to sign a one, two or three-year service agreement. At the end of the term period, the service agreement will be automatically renewed for a period equal to the customers' original term agreement unless the customer notifies the Telephone Company otherwise. The auto renewal will allow for a 60 day grace period for the subscriber to remove the plan without penalty. Customers will be required to identify a main billing telephone number in the service agreement to which any applicable minimum usage charge or termination charge will be applied.

CORPORATE REWARDS

B. CONDITIONS (Cont'd)

3. Termination - Customers may terminate participation at any time provided the customer gives the Telephone Company a 60-day written notice. The termination will go into effect in the first full billing period following the 60-day notification period. If a customer chooses to cancel the service agreement or disconnects the main billing telephone number identified in the service agreement prior to the expiration date of the term set forth in the service agreement, a termination liability charge, as set forth in C. following, will apply.

In addition, any customer that signs a two- or three-year service agreement will be required to return all access line discounts received in accordance with the service agreement. Discounts that must be returned will be calculated as follows:

Number of access lines/services X discount amount per access line/service X number of months expired under the service agreement.

A customer is exempt from paying a termination liability charge under the following conditions:

- A customer upgrades to another Telephone Company product or service of equal or greater value, or
- A customer terminates participation on the expiration date. The customer must provide written notice prior to the expiration anniversary date. The Telephone Company will terminate the plan in the first full billing period following the 60-day written notice or the first full billing period following the expiration date, whichever is later.

4. Application of Rates and Charges

- a. With the exception of the incremental charge for calling card calls made via the VAN single rate service, there is no per-message charge applicable to Corporate Rewards qualifying usage.

- b. Corporate Rewards is not available with the following usage:

- (1) Any local, toll or circuit-switched data optional calling plan or customer specific pricing (CSP) plan calls;
- (2) Pay Telephone Lines;
- (3) Foreign Exchange Service;
- (4) Directory Assistance/National Directory Assistance;
- (5) Telecommunications Relay Service (TRS) and
- (6) Custom Calling Services (e.g., Enhanced Call Forwarding, Three Way Calling).

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CORPORATE REWARDS

C. RATES

1. Corporate Rewards Base Rate: Toll \$.25
Includes Toll, Toll Free, Calling Card calls
made via the VAN single rate services (including
Circuit or packet-Switched Data),

2. Corporate Rewards Base Rate: Local per Call .105

Volume Discounted Rate: per minute# Toll, per call# Local.

	<u>Local</u>	<u>Toll</u>
Tier 1 - Total qualifying monthly revenue from \$.01 to \$749	\$.105	\$.25
Tier 2 - Total qualifying monthly revenue from \$750 to \$9,999	.085	.085
Tier 3 - Total qualifying monthly revenue from \$10,000 to \$49,999	.080	.084
Tier 4 - Total qualifying monthly revenue from \$50,000 to \$299,999	.075	.083
Tier 5 - Total qualifying monthly revenue from \$300,000 and above	.105	.25

3. Loyalty Discount, per minute

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Tier 1	0%	2%	3%	4%	5%
Tier 2	0%	2%	3%	4%	5%
Tier 3	0%	2%	3%	4%	5%
Tier 4	0%	2%	3%	4%	5%
Tier 5	0%	0%	0%	0%	0%

4. Access Line Discount, per month
Access line discounts will apply to customers that meet Tier 2, 3 or
4 thresholds.

	<u>Service Agreement</u>		
	<u>One-Year</u>	<u>Two-Year</u>	<u>Three-Year</u>
Tier 2			
Dedicated PRI Channel Arrangement	\$ 48.00	\$55.00	\$65.00
Business DTL Individual or PBX, per line	1.00	1.25	2.00
Digital Service-Voice, Ld and Internet Per trunk capacity	5.00	30.00	50.00

Each Toll call is timed per second and then usage is billed in the
aggregate per month. Each Local call is charged on a per call basis.

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CORPORATE REWARDS

C. RATES (Cont'd)

4. Access Line Discount, per month (Cont'd)

	Service Agreement		
	<u>One-Year</u>	<u>Two-Year</u>	<u>Three-Year</u>
Tier 3			
Dedicated PRI Channel Arrangement	\$ 48.00	\$65.00	\$80.00
Business DTL Individual of PBX, per line	1.00	1.50	2.25
Digital Service-Voice, Ld and Internet Per trunk capacity	5.00	32.00	52.00
Tier 4			
Dedicated PRI Channel Arrangement	\$ 48.00	\$80.00	\$90.00
Business DTL Individual of PBX, per line	1.00	1.75	3.00
Digital Service-Voice, Ld and Internet Per trunk capacity	5.00	35.00	55.00

5. Minimum Usage Fee

Minimum Usage Threshold monthly,
per service agreement \$ 300.00

6. Termination Charge,
per service agreement *

500.00

* See B.3. for additional termination charges applicable to two and three-year service agreements.

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Rebate Plan for Retail Customers*

A. GENERAL

Rebate Plan for Retail Customers is a rebate plan available to retail business Customers that meet certain eligibility requirements as set forth in B.2. of this tariff, and achieve a commitment level based on Contributing Total Billings (CTB) for business telecommunications services provided by the Telephone Company and certain of its affiliates which may include Frontier Communications of Virginia, Inc., If the eligibility requirements are met, Rebate Plan for Retail Customers provides each eligible business Customer with rebates as set forth in C.1. and C.2. of this tariff.

B. REGULATIONS

In addition to the regulations set forth below, the regulations as set forth in the general or standard terms and conditions section of this tariff applies.

1. Definition of Terms

- a. Affiliate - Any entity that (directly or indirectly) is controlling, controlled by, or under common control with the Customer.
- b. Base Year - The most recent twelve (12) month period preceding the Customer's signing of a Application for which data are available.
- c. Contributing Total Billings (CTB) - All billings for regulated and nonregulated products and services during an applicable period of time under the Plan, excluding charges for wireless services, international services, printed and electronic directory services and interLATA telecommunications services and interLATA telecommunications services and services provided by MCI metro Access Transmission Services LLC, MCI metro Access Transmission Services of Virginia, Inc., and MCI metro Access Transmission Services of Massachusetts, Inc.
 1. Eligible CTB - CTB, except for taxes that applicable laws, tariffs, regulations or regulatory orders require Customers to pay.
 2. Commitment CTB - Eligible CTB, except for the following:
Surcharges or fees that applicable laws, tariffs, regulations or regulatory orders require Customers to pay;

*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.

Rebate Plan for Retail Customers*

B. REGULATIONS

1. Definition of Terms (Cont'd)

c. Contributing Total Billings (CTB) (Cont'd)

2. Commitment CTB (Cont'd)

Nonregulated products and services;

DSL Services provided by all former Bell Atlantic Operating Companies;

The following services previously provided by all former Bell Atlantic Telephone Operating Companies in all states, including PA and VA "Selected Former Bell Atlantic Services":

Fast Packet Services including IP-VPN, DSL Services, Fiber Broadband Access Services, Transparent LAN Service, Transport LAN Connect, CyberWAN, and Video Services; and

Late Payment Charges.

Adjustments to billed charges will be excluded from Commitment CTB; however, the following items will be included in Commitment CTB: Other Charges and Credits, except for (1) credits for services eligible for funding under the Federal E-Rate program that are paid by the E-Rate program and not paid by the Customer, and (2) credits for rebates under the Plan.

Commitment CTB is equivalent to CTB for intrastate telecommunications services and interstate access services, except for Selected Former Bell Atlantic Services.

3. Customer Commitment - A percentage of Commitment CTB that the Customer commits to achieving during each year of the Plan. The initial Customer Commitment, for the first year of the Plan is ninety percent (90%) of Commitment CTB. The Customer Commitment for subsequent years of the plan will be established as set forth in C.1 and C.2 following.
4. Rebate Trigger - Ninety percent (90%) of Customer Commitment.
5. Monthly Rebate Trigger - Ninety percent (90%) of Customer Commitment divided by 12.
6. Rebate CTB - Commitment CTB for intrastate telecommunications services in this state.

*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.

Rebate Plan for Retail Customers*

B. REGULATIONS (Cont'd)

1. Definition of Terms (Cont'd)

c. Contributing Total Billings (CTB) (Cont'd)

7. Actual CTB - The amount of Commitment CTB billed to a Customer based on the Customer's actual purchases of Services during any period.

- Monthly Actual CTB - Actual CTB during a given month.

- State Specific Monthly Actual CTB - Monthly Actual CTP in this state.

- Actual Rebate CTB - The amount of Rebate CTB billed to a Customer based on the Customer's actual purchases of Services during any period.

- State Specific Monthly Actual Rebate CTB - Monthly Actual Rebate CTB in this state.

- Measurement Period Actual CTB - Actual CTB during a Measurement Period.

- Measurement Period Actual Rebate CTB - Actual Rebate CTB during a Measurement Period.

The Telephone Company may change the services included in CTB, Eligible CTB, Commitment CTB, or Rebate CTB by providing notice to the Customer.

*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.

Rebate Plan for Retail Customers*

B. REGULATIONS (Cont'd)

1. Definition of Terms (Cont'd)

- d. Customer - A retail business entity that subscribes to the Plan. A customer and some or all of its eligible affiliates may elect to be treated as a single individual Customer. Where such an election is made, the CTB of the customer and its eligible affiliates shall be combined for all purposes. An eligible affiliate may elect to be treated as a separate Customer, if the requirements of B.2.c. following of this tariff are met.
- e. Effective Date - One business day after application delivery to a Frontier Business Contracts Processing location.
- f. Measurement Period - The 12-month period beginning on the first day of the term of the Plan, and each succeeding 12-month period during the term.
- g. Month - Any monthly billing cycle during a Measurement Period.
- h. Services - All telecommunications services (as defined in the Federal Communications Act of 1934, as amended) that the Telephone Company and its affiliates are legally permitted to offer and that are obtained from the Telephone Company and its affiliates directly (i.e., not through a carrier not affiliated with the Telephone Company or its affiliates which are reselling such services).

2. Initial Eligibility Requirements

- a. In order to be eligible for the Plan, the Customer must meet the requirements, as set forth below, during the Base Year.
 - 1. Between \$1.5 million and \$80 million of multi-state total (aggregate) Eligible CTB; and
 - 2. A minimum of \$100,000 in multi-state, intrastate, intraLATA (aggregate) local and toll usage Eligible CTB.

*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.

Rebate Plan for Retail Customers*

B. REGULATIONS (Cont'd)

2. Initial Eligibility Requirements (Cont'd)

- b. If the Customer meets the initial eligibility requirements as set forth in a. preceding, the Customer may subscribe to the Plan by signing a application with the Telephone Company. Such application will contain a list of all of the Customer's billing telephone numbers. Customers may add, remove or change the billing telephone numbers only by submitting such additions, removals, or changes to the Telephone Company in writing. Any billing telephone numbers that are not listed in the application or added in accordance with this paragraph will not be included under this Plan.
- c. An Affiliate customer that desires to subscribe to the Plan independent of its parent company or its other Affiliates may sign a application provided: 1) the Affiliate's parent company or it's other Affiliates meets the eligibility requirements set forth in a. preceding and also participates in the Plan, and 2) the Affiliate customer meets the following eligibility requirements.
 - 1. A minimum of \$100,000 in multi-state, intrastate, intraLATA (aggregate) local and toll usage Eligible CTB.
- d. Customers receiving discounts, credits, or other favorable rate treatment under: (1) a business trade association tariff or individual case basis arrangement; or (2) any other Telephone Company provided tariff, individual case basis or other customer specific pricing arrangement which provides discounts on a total billed revenue ("TBR") basis (collectively "TBR Plans") are not eligible to receive discounts in the Plan. However, Customers subscribing to the Frontier Business Client Advantage Program for Non-Regulated Services are eligible to participate in the Rebate plan for Retail Customers.

Customers receiving discounts, rebates, credits, or other favorable rate treatment in exchange for revenue commitments for specific services or groups of services, but not on a CTB or TBR basis, are eligible to receive rebates in the Rebate Plan for Retail Customers Plan.

*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.

Rebate Plan for Retail Customers*

B. Regulations (Cont'd)

3. Terms and Conditions

a. Renewal Period

The Rebate Plan for Retail Customers is offered as a two year term Plan, with a one year renewal. At the end of the initial two year term, the Plan will be renewed automatically for the third year unless the Customer provides written notification of its intent to terminate the Plan no later than 90 days after the start of the third year.

b. Termination By The Customer

- 1) A Customer may terminate its application and cease to be a Customer under the Plan at any time during the term of the Plan for any reason, including but not limited to business downturn, by providing written notice of termination to the Telephone Company at least 30 days before the effective date of the termination. A Customer who terminates its application pursuant to this paragraph shall cease to receive rebates as of the effective date of the termination. Subject to b.3. following, a Customer that terminates its participation in the Plan may subscribe to the Plan again by satisfying the eligibility requirements as set forth in B.2. preceding.
- 2) Termination liability charges do not apply to the Customer's termination of the Plan.
- 3) A Customer that terminates its participation in the Plan may not subscribe to the Plan again after the Customer's third such termination.

c. Increases in CTB Categories

- 1) If a Customer combines, by merger, acquisition of assets or equity, or otherwise, with a new entity that otherwise qualifies under the Plan, and the Customer and the new entity elect in writing to be treated as a single Customer for purposes of consolidating their Eligible CTB, the Telephone Company shall combine 100% of the Customer's Base Year Eligible CTB and 100% of the Base Year Eligible CTB of the new entity (or, if the new entity does not have Base Year Eligible CTB, then 100% of the most recent available annual Eligible CTB of the new entity) to obtain a single new combined Eligible CTB, which will produce a single new combined Customer Commitment that will apply prospectively to the single new combined Customer. Any such increase shall be made effective at the start of the next Measurement Period.

*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.

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Rebate Plan for Retail Customers*

B. Regulations (Cont'd)

3. Terms and Conditions

c. Increases in CTB Categories (Cont'd)

- 2) If a Customer combines, by merger, acquisition of assets or equity, or otherwise, with a new entity, but the Customer and the new entity do not elect to be treated as a single new Customer for purposes of consolidating Eligible and Customer Commitment, and the new entity wishes to participate in the Plan, the new entity must meet the eligibility requirements set forth in B.2. preceding of this tariff and must sign a application.

d. Termination by the Telephone Company

1. The Telephone Company may terminate the Plan upon providing written notice to Customers.
2. Customers who continue to meet the requirements of the Plan will receive Rebates for 90 days following the Telephone Company's notice of termination of the Plan.

*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.

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Rebate Plan for Retail Customers*

B. Regulations (Cont'd)

4. Application of Rebates

- a. If the Customer's Monthly Actual CTB meets or exceeds the Monthly Rebate Trigger on a cumulative basis, the Customer will receive a rebate by multiplying the Customer's State Specific Monthly Actual CTB by the applicable rebate percentage set forth in C. below, and applying the resulting rebate amount to the Customer's State Specific Monthly Actual Rebate CTB. Rebates will be applied monthly and/or quarterly.
- b. If the Customer does not meet the Monthly Rebate Trigger on a cumulative basis, the Customer will not receive a rebate for that month. However, if the Customer generates sufficient Actual CTB during the Measurement Period so that the average Monthly Actual CTB meets the Monthly Rebate Trigger, then the Customer will receive a rebate for month(s) in which the Customer did not originally qualify for a rebate under 4.a. preceding.
- c. The Telephone Company will perform annual reviews to make any adjustments as necessary to conform to the rates, terms and conditions of the Plan. All adjustments equal to or greater than \$1.00 will be applied to each applicable Customer BTN. The Telephone Company is not required to apply any adjustment which is less than \$1.00. No interest will be paid in connection with the application of rebates.

5. Reports

The Telephone Company shall provide monthly reports to the Customer providing information about the Customer's participation in the Plan. At the Telephone Company's discretion, such reports may be provided through various media including, but not limited to, paper or electronic media. The Telephone Company will provide the customer with instructions on how to access the various media.

6. CTB and Commitment CTB

The CTB and Commitment CTB will be determined by the Telephone Company subject to Customer's inclusion of BTNs under the Plan.

*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.

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Rebate Plan for Retail Customers*

C. RATES

1. Monthly Rebates

- a. Customers that qualify for the Plan will be designated in Group A or Group B based on the Customer's Eligible CTB:

Group A: Between \$1.5 million and \$29.99 million of multi-state total (aggregate) Eligible CTB

Group B: Between \$30 million and \$80 million of multi-state total (aggregate) Eligible CTB

- b. Upon the commencement of the Plan, and for the first 12-month Measurement Period of the Plan (Year 1), the monthly rebate will be as follows:

Group A: 5%

Group B: 5.5%

For example if, in month one, the Customer's Commitment CTB is \$1,000,000, then the Customer Commitment will be 90% of Commitment CTB, which equals \$900,000, and the Monthly rebate Trigger is 90% of the Customer Commitment on a monthly basis, which equals \$810,000.

Assume that Customer's Monthly Actual CTB is \$900,000, which exceeds \$810,000 so the Customer will receive a rebate equal to, for Group A, 5% of the Customer's State Specific Monthly Actual CTB. Assume that the Customer's State Specific Monthly Actual Rebate CTB is \$500,000, and that the Customer's State Specific Monthly Actual Rebate CTB \$300,000. In this example, Customer will receive a rebate of \$25,000 (5% of \$500,000), which will be applied to the Customer's State Specific Monthly Actual Rebate CTB of \$300,000.

- c. At the end of the first Measurement Period (Year 1), the Telephone Company will review the Customer's Actual CTB to determine the percentage of Customer Commitment attained based on Year 1 Customer Commitment. Based on the percentage of Customer Commitment attained and the Customer's election of a new Customer Commitment for the next Measurement Period (Year 2), the Customer will receive a monthly rebate during the next Measurement Period in accordance with the rebate schedules in C.2. following.

*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.

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Rebate Plan for Retail Customers*

C. RATES

1. Monthly Rebates (Cont'd)

- d. At the end of the second Measurement Period (Year 2), the Telephone Company will review the Customer's Actual CTB to determine the percentage of Commitment CTB attained based on Year 1 Commitment CTB. Based on the percentage of Commitment CTB attained and the Customer's election of a new Commitment CTB for the next Measurement Period (Year 3), the Customer will receive a monthly rebate during the next Measurement Period in accordance with the rebate schedules in C.2. following.
- e. Customer must notify the Telephone Company in writing of its new Customer Commitment for the next Measurement Period prior to the start of that Measurement Period.

*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.

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Rebate Plan for Retail Customers*

C. RATES (Cont'd)

2. Rebate Schedules

Group A:

<u>Percent of Customer Commitment Achieved in Measurement Period Period</u>	<u>Customer Election of Customer Commitment for New Measurement Period</u>	<u>Monthly Rebate Percentage for New Measurement</u>
110%	110%	6%
110%	105% - 109.99%	5.5%
110%	90% - 104.99%	5%
110%	85% - 89.99%	2%
110%	Less than 85%	0%
105% - 109.99%	105% - 109.99%	5.5%
105% - 109.99%	90% - 104.99%	5%
105% - 109.99%	85% - 89.99%	2%
105% - 109.99%	Less than 85%	0%
90% - 104.99%	90% - 104.99%	5%
90% - 104.99%	85% - 89.99%	2%
90% - 104.99%	Less than 85%	0%
85% - 89.99%	85% - 89.99%	2%
Less than 85%	Not Applicable	0%

*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.

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Rebate Plan for Retail Customers*

C. RATES (Cont'd)

2. Rebate Schedules (Cont'd)

Group B:

<u>Percent of Customer Commitment Achieved in Measurement Period Period</u>	<u>Customer Election of Customer Commitment for New Measurement Period</u>	<u>Monthly Rebate Percentage for New Measurement</u>
110%	110%	6.5%
110%	105% - 109.99%	6%
110%	90% - 104.99%	5.5%
110%	85% - 89.99%	2%
110%	Less than 85%	0%
105% - 109.99%	105% - 109.99%	6%
105% - 109.99%	90% - 104.99%	5.5%
105% - 109.99%	85% - 89.99%	2%
105% - 109.99%	Less than 85%	0%
90% - 104.99%	90% - 104.99%	5.5%
90% - 104.99%	85% - 89.99%	2%
90% - 104.99%	Less than 85%	0%
85% - 89.99%	85% - 89.99%	2%
Less than 85%	Not Applicable	0%

*This service is grandfathered and no longer available to new customers. This service is limited to customers of record as of December 16, 2009.