

FRONTIER MIDSTATES INC.

Schedule of

GENERAL REGULATIONS

Applying to the Intrastate Services and Facilities of this Company in Michigan

All services subject to this Tariff are no longer available for purchase by new customers, other than for Lifeline-eligible customers, in any location in this state where such services are provided wholly or in part over copper facilities.

(N)

(N)

GENERAL REGULATIONS

TABLE OF CONTENTS AND CHECK LIST

<u>Subject</u>	<u>Sheet</u>	<u>Revision</u>	<u>Subject</u>	<u>Sheet</u>	<u>Revision</u>
Section 0			Section 9		
Title Page	1	First Revised*	Payment & Deposits	1	Original
				2	First Revised
				3	Original
Section 1					
Table of Contents	1	Tenth Revised*			
Check List			Section 10		
			Cancellation for	1	Original
Section 2			Cause	2	Original
Subject Index	1	Original		3	Original
	2	Original			
	3	Original	Section 11		
	4	First Revised	Construction, Installation	1	First Revised
Section 3			and Maintenance Charges	2	First Revised
Application	1	First Revised*		3	First Revised
				4	Second Revised
Section 4				5	First Revised
Definitions	1	Original		6	Original
	2	Original	Section 12		
	3	Original	Mileage Measurements	1	Original
	4	Original		2	Original
Section 5			Section 13		
Classification and	1	Original	Slamming	1	Original
Use of Telephone	2	Original			
Service	3	Original	Section 14		
			Termination Liability	1	Original
				2	Original
Section 6			Section 15		
Liability of	1	Original	Residence Customer Incentive Program		
Telephone Company				1	Original
				2	Original
Section 7			Section 16		
Provision, Ownership	1	First Revised	Business Customer Incentive Program		
and Maintenance of	2	First Revised		1	Original
Facilities	2.1	Second Revised		2	Original
Section 8					
Establishment and	1	Original			
Furnishing of	2	Original			
Service and Facilities	3	Original			

GENERAL REGULATIONS

SUBJECT INDEX

<u>Section</u>	<u>Sheet</u>	<u>Subject</u>
7	2	Access to Customer's Premises
5	3	Adequate Facilities, Requirements, to Contract For
9	3	Adjustment of Charges
9	1	Advance Payments
8	2	Advanced Credit Management
12	1	Airline Mileage Measurements
5	1	Application of Business and Residence Rates
3	1	Application of Regulations
8	1	Applications for Service and Facilities, as Contracts
8	1	Assignment or Transfer of Contract Rights
7	1	Availability of Facilities
9		Billing, Payment and Deposit Provisions
5	1	Business and Residence Rates, Application of
10		Cancellation for Cause
8	1	Changes in Rates and Regulations
6	1	Claims for Damages
5		Classification and Use of Telephone Services
5	2	Compensation for Use of Service by of for Non-Customers
11	2	For Distributing Plant Other Than Service Drops
11		Construction Charges
		Construction, Rural Line (See Tariff 1)
8	1	Contract Periods, Initial
8	1	Contracts for Service or Facilities
		Credit for Unused Local Messages (See Tariff 1)
9	2	Customer Deposits

GENERAL REGULATIONS

SUBJECT INDEX

<u>Section</u>	<u>Sheet</u>	<u>Subject</u>
6	1	Damages, Company Liability for
7	2	Damage to or Destruction of Instrumentalities in Customer's Possession
6	1	Defacement of Customer's Premises, Claims for
6	1	Defects in Transmission, Liability for
4		Definitions
6	1	Delays, Liability for
9	2	Deposits, Customer
7	1	Directories, Provision and Ownership of
7	1	Directory Binders or Covers, Use of
6	1	Directory Errors and Omissions, Company Liability for
9	3	Discontinuance of Service for Non-Payment
		Equipment Provided by Customer, Connection With:
7	1	Unauthorized Attachments or Connections
6	1	Errors and Omissions, Directory
8		Establishment and Furnishing of Service and Facilities
7	1	Establishment of Service and Provision of Facilities
3	1	Explanation of Symbols
4		Explanation of Terms (Definitions)
11		Extension of Line Facilities Charges
		Facilities Provided by Customer, Connection With
7	1	Unauthorized Attachments or Connections
7	1	Facilities, Provision of, by Telephone Company
7	2	Fire, Storm or Other Casualty, Damage or Loss Due to
		Foreign Attachments:
7	1	Unauthorized Attachments or Connections
9	1	Fractional Part of Month, Charges for
7	1	Furnishing of Directories
7	1	Equipment and Apparatus
		Group Billing for Message Rate Lines (See Tariff 1)

GENERAL REGULATIONS

SUBJECT INDEX

<u>Section</u>	<u>Sheet</u>	<u>Subject</u>
3	1	Identities of Calling and Called Parties, Establishing of
8	1	Initial Contract Period
6	1	Interruptions in Transmission, Liability for
8	1	Installation Charges, Special: In Lieu of Contracts for Required Initial Period
		Liability of Telephone Company:
6	1	General
6	1	For Acts or Omissions of Other Companies
		Limit on Length of Local Telephone Calls (See Tariff 1)
		Local Messages: Definition, Timing, etc. (See Tariff 1)
5	2	Location and Use of Telephone Services
7	2	Loss of or Damage to Instrumentalities in Customer's Possession
7	2	Maintenance and Repairs
11	1	Maintenance Charges, Special
		Message Allowance (See Tariff 1)
12		Mileage Measurements, Airline (Except for Message Toll Service)
8	1	Minimum Contract Periods
9	3	Nonpayment, Discontinuance For
8	1	One month Initial Contract Period (unless otherwise specified)
		Other Companies:
3	1	Application of Regulations When Facilities Provided In Part By
6	1	Liability For Acts or Omissions of, When Lines Used
9	3	Overbilled Charges, Refunds of
		Ownership:
7	2	of Company-Provided Lines and Equipment
11	5	of Conduit Constructed and Maintained by Customer
11	2	of Construction Provided at Customer's Expense
7	1	of Directories
5	3	of Telephone Numbers

GENERAL REGULATIONS

SUBJECT INDEX

<u>Section</u>	<u>Sheet</u>	<u>Subject</u>	
9	1	Payment Provisions	
7	1	Priority of Service	
7	1	Provision of Equipment by Telephone Company	
5	2	Public and Semipublic Premises, Telephone Service on	
9	3	Refunds of Overbilled Charges	
7	1	Relocation of Utility Facilities	(N)
10	2	Requests by Public Officials to Discontinue Service to a Customer	
5	1	Residence and Business Rates, Application of	
5	2	Residence Telephone Service in Locations Adjoining Business Locations	
9	1	Responsibility for All Messages Originated or Accepted	
9	3	Restoral of Service Charge, Application of	
7	2	Return of Equipment in Good Condition	
11		Rural Line Construction Charges (Extension of Line Facilities)	
11	5	Service Drops Involving Special Charges	
5	2	Service, Telephone, on Premises Open to Public	
11		Special Construction, Installation and Maintenance Charges	
11		Special Plant on Private Property	
3	1	Symbols, Explanation of	
5	3	Telephone Numbers	
9	3	Temporary Discontinuance for Nonpayment	
9	1	Thirty-Day Basis of Monthly Charges	
		Title to Construction:	
11	5	Conduit Constructed and Maintained by Customer	
11	2	Construction at Customer's Expense (if not specified)	
8	1	Transfer of Contract or Rights of Customer	
5		Use and Classification of Telephone Services	
5	2	Use of Business and Residence Telephone Services	
5	2	Use of Services and Facilities (by or for noncustomers)	

GENERAL REGULATIONS

APPLICATION

A. APPLICATION OF REGULATIONS

1. The provisions contained in these Regulations apply to intrastate services and facilities furnished by Frontier Midstates Inc. hereinafter referred to as the Telephone Company.
2. When services and facilities are provided in part by the Telephone Company and in part by other companies, the regulations of the Telephone Company apply to that portion of the service of facilities furnished by it.
3. All services subject to this Tariff are no longer available for purchase by new customers, other than for Lifeline-eligible customers, in any location in this state where such services are provided wholly or in part over copper facilities. (N)
(N)

B. UNDERTAKING OF TELEPHONE COMPANY

1. The Telephone Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
2. The calling party and the called party are required to establish their identities to each other as may be necessary in the course of the communication and the responsibility for so doing rests with those parties.

C. EXPLANATION OF SYMBOLS

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in reduced rate.

GENERAL REGULATIONS

DEFINITIONS

Authorized User

An "Authorized User" is a person, firm or corporation (other than the customer) on whose premises a station on the private line service or channel is located and who may communicate over the private line or channel according to the terms of the Tariffs. An authorized user must be specifically named in the service contracted.

Base Rate Area

The term "Base Rate Area" refers to that portion (or the several portions) of the exchange area surrounding and including the central office (or offices or exchange rate center) within which urban classes of local telephone service are offered in that exchange at rates that do not vary with the distance from the central office or exchange rate center.

Channel

The term "Channel" designates the electrical path provided by the Telephone Company between two or more stations.

Contract

The term "Contract" refers to the service agreement between a customer and the Telephone Company under which facilities for communication between specified locations, for designated periods, and for the use of the customer and the authorized users specifically named in the contracts are furnished in accordance with the provisions of the Tariffs applicable.

Customer

The term "Customer" refers to the person, firm or corporation who signs the contract and is responsible for the payment of charges and the compliance with the rules and regulations of the Telephone Company.

Drop Service

The term "Drop Service" refers to the connection of an exchange (other than the two terminal exchanges) to a private line service or channel.

GENERAL REGULATIONS

DEFINITIONS

Exchange

The term "Exchange" means a unit established for the administration of telephone service in a specified area, which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing communication service within that area.

Exchange Area

The term "Exchange Area" applies to the territory served by an exchange.

Extra Exchange Line Mileage

"Extra Exchange Line Mileage" is the measurement upon which charges are based for that portion of a local channel extending beyond the base rate area but within the exchange area.

Interexchange Channel

The term "Interexchange Channel" applies to that portion of a channel, which connects a station to the interexchange channel; it also applies to a channel connecting two or more stations within an exchange area.

Local Channel

The term "Local Channel" applies to that portion of a channel, which connects a station to the interexchange channel; it also applies to a channel connecting two or more stations within an exchange area.

Locality Rate

"Locality Rate" is the rate for telephone exchange service applicable in a designated locality outside the base rate area; (such service within the locality is not subject to mileage charges).

Overtime

The term "Overtime" designates occasional service not contracted for and covering periods immediately preceding or succeeding the period of service under contract.

GENERAL REGULATIONS

DEFINITIONS

Principal Central Office

The term "Principal Central Office" refers to the central office in a single office exchange or to that office (usually the toll office) of a multi-office exchange, which is designated as such for the purpose of measuring local and interexchange channel mileages.

Private Branch Exchange

A "Private Branch Exchange", or Private Branch Exchange System, is an arrangement of equipment consisting of a switchboard with an operating telephone situated on a customer's premises, stations connected with the switchboard, and connected by trunks with a central office, providing for intercommunication between those stations, and for communication with the general exchange system of the Telephone Company and for toll service.

Service Point

The term "Service Point" when used in connection with interexchange mileage measurements denotes the rate center of the exchange in which the station of the customer is located. Where a station is not located in an exchange, the location of the station is considered to be the rate center for the purpose of this definition.

Serving Central Office

The term "Serving Central Office" denotes the central office from which a customer or authorized user would normally be served for local exchange telephone service.

Single and Duplex Service

The terms "Single Service" and "Duplex Service" denotes types of arrangement of an interexchange channel provided for Private Line Services. "Single Service" provides for communications at any one time in either direction, but not for communications in both directions simultaneously or for communications in one direction only. "Duplex Service" provides for communications in two directions on the same service simultaneously.

GENERAL REGULATIONS

DEFINITIONS

Slamming

Slamming is the unauthorized change of a subscriber's preferred telecommunications carrier.

Station

The term "Station" as used in connection with private line services designates the transmitting and receiving equipment, located on the premises of a customer or authorized used and connected for private line service; the term "Station" as used in connection with channels denotes the premises of a customer at which the channel terminates.

Temporary Service

"Temporary Service" designates private line service furnished for a period of less than one month.

Terminal

The term "Terminal" designates private line service furnished for a private line, which is the farthest apart via the selected pricing route.

GENERAL REGULATIONS

CLASSIFICATION AND USE OF TELEPHONE SERVICES

A. APPLICATION OF BUSINESS AND RESIDENCE RATES

1. The classification of telephone service as Business or Residence is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, service is classified as residence service if installed in a residence.
2. Customers applying for business service may be requested to provide their Federal Employer Identification Number (FEIN) in order to verify proof of business identity. In addition, The Company may request that applicants for business service provide one or more of the following: Federal Income Tax Return, Assumed Name certificate, State Business License, a voided Business check, a Sales Tax Permit, or a Copy of recent supplier invoices. The Company may decline to establish business service until such time as the applicant furnishes proof of its business identity as outlined above.
3. Business rates apply at the following locations, among others:
 - a. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.
 - b. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes; and in residence locations where an extension is located at a place where business rates would apply.
 - c. In the residence of a practicing physician dentist, veterinary, surgeon or other medical practitioner who has no service at business rates at another location.
 - d. In any residence location where there is substantial business use of the service and the customer has no service elsewhere at business rates.
4. Residence rates apply at the following locations, among others:
 - a. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and the listings of a business character are not furnished.
 - b. In the residence of a practicing physician, dentist, veterinary, surgeon or other medical practitioner provided that such residence is not part of an office building and provided the customer has service charged for at business rates at another location.
 - c. In the residence of a nurse.

GENERAL REGULATIONS

CLASSIFICATION AND USE OF TELEPHONE SERVICES

B. LOCATION AND USE OF TELEPHONE SERVICES

1. The service and facilities furnished are intended only for communications in which the customer or user authorized by the Telephone Company has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by them or either of them from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communication for others - except that these provisions do not apply to the handling of messages accepted for transmission by customers who are engaged in a public telegraph business nor to such other cases as are specifically referred to in the Telephone Company's Tariffs, nor where such use is casual.
2. Use of Business and Residence Telephone Services:
 - a. Business subscriber telephone service - as distinguished from Public Telephone Service and excluding Semipublic Telephone Service and service in hotels - is furnished only for use by the customer, his employees and representatives - except as otherwise provided in the Telephone Company's Tariffs.
3. Residence Service in Locations Adjoining Business Locations:

Residence service is not permitted in locations where the service is used as an adjunct to business service.
4. Service on Public and Semi-Public Premises:

Subscriber telephone service, as distinguished from Public Telephone Service and excluding Semi-Public Telephone Service, Customer Owned Coin Operated Telephone Service (COCOTS), and service furnished hotels, is not installed or allowed to remain on premises of a public or semi-public character unless so located that it is not available to the public or to patrons of the customer. Semi-Public Telephone Service, Public Telephone Service, and COCOTS are services available for public use.

GENERAL REGULATIONS

CLASSIFICATION AND USE OF TELEPHONE SERVICES

B. LOCATION AND USE OF TELEPHONE SERVICES (Continued)

5. Telephone Numbers:

The customer has no proprietary right in telephone numbers and the telephone numbers may be changed by the Telephone Company whenever the exigencies of the business so require.

6. The furnishing of certain services and facilities - as off-premises Extensions, off-premises Private Branch Exchange Station, Tie Lines, Foreign Exchange Service, Foreign Central Office Service - may involve impairment of transmission and in the interest of providing a service satisfactory to all users that might be connected on a call, the customer is required to contact for such equipment in place of or in addition to that regularly provided as may be necessary.

GENERAL REGULATIONS

LIABILITY OF TELEPHONE COMPANY

A. LIABILITY FOR DAMAGES

The liability of the Telephone Company for damages arising out of mistakes, omission, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing service or 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 period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occur.

B. USE OF LINES OR OTHER COMPANIES

When the lines of other telephone companies are used in establishing connectings to points not reached by the Telephone Company's lines, the Telephone Company is not liable for any act or omission of the other company or companies.

C. DIRECTORY ERRORS AND OMISSIONS

As a part of the service a directory for each exchange is published from time to time, but as experience demonstrates that errors and omissions will occur with more or less frequency, the Telephone Company is not liable for errors in or omissions from directories except in cases where a specific charge has been made for a listing; in no event shall the Telephone Company be liable for any such error or omission beyond the amount of such charge.

D. DEFAACEMENT OF PREMISES

The Telephone Company is not liable for any unavoidable defacement of or damage to the premises of a customer (or authorized user) resulting from the attachment of the Telephone Company's instruments, apparatus and associated wiring on such premises or from the installation or removal thereof.

E. LIABILITY OF TELEPHONE COMPANY

In the event of an interruption to the service which is not due to the negligence or willful act of the customer, upon notice and application by the customer an allowance will be made for the time the interruption continues beyond 24 hours after receipt by the Company of notice of such service interruption.

F. LIABILITY OF TELEPHONE COMPANY - MODEM SPEEDS

While the telephone company's local exchange access line service may be used by the customer for dial-up access, the advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the telephone company.

GENERAL REGULATIONS

PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES

A. PROVISION OF EQUIPMENT

1. If any unauthorized attachments or connections are made to Telephone Company property, the Telephone Company may, after due notice, remove or disconnect the same, or suspend the service during the continuance of such attachment or connection, or terminate the service, except that the service may be disconnected without notice where the offending device or apparatus causes impairment of service to other customers.

B. AVAILABILITY OF FACILITIES

1. The Telephone Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.

C. PRIORITY OF SERVICE

1. In case a shortage of facilities exists any time either for temporary or protracted periods, the establishment of telephone service takes precedence in the furnishing of any service or facility.

D. PROVISION AND OWNERSHIP OF DIRECTORIES

1. The Telephone Company distributes to its customers without charge such directory information as is generally necessary for the efficient use of the service. Any reasonable additional directories or information requested by a customer will be furnished without additional charge. Beyond these requirements additional directories or information will be furnished as available at a reasonable charge.
2. Directories regularly furnished to customers are the property of the Telephone Company and are loaned to customers; they are to be returned to the Telephone Company upon request. No binder, holder, or auxiliary cover of an advertising nature, except such as may be provided by or with consent of the Telephone Company, shall be used in connection with any directory furnished by the Telephone Company.

E. RELOCATION OF UTILITY FACILITIES:

1. When an applicant, customer, association, government entity or political division or other third-party requests a change in the type, location or the relocation of aerial or underground of communications facilities used to provide telephone service, the requestor shall be required to pay the cost incurred by the Utility for such change or relocation of facilities. Payment for the cost of the change or relocation must be made prior to the change or relocation.

(N)

(N)

GENERAL REGULATIONS

PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES

GG. Reserved For Future Use

(D)

(D)

Issued on the authority of Public Act 179 of 1991, as amended

Issued: March 20, 2015

Effective: April 1, 2015

By: Jack Phillips, Director Government and External Affairs
14450 Burnhaven Drive, Burnsville MN 55306 Jack.Phillips@ftr.com

Burnsville, Minnesota

GENERAL REGULATIONS

PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES

GG. Frontier Infrastructure Surcharge

1. GENERAL

This charge is for the partial recovery of costs of expanding and upgrading the Company's telecommunications network infrastructure in Michigan. The charge will apply to end user accounts who obtain local exchange service from the Telephone Company. The surcharge will be billed monthly, per account.

(T)
|
(T)

2. REGULATIONS

Surcharge will be assessed at the time of billing.

There will be no proration of charges.

There will be no discounts for vacation, seasonal or temporary suspension of service.

3. RATES

	<u>Monthly Rate Per Account</u>
Business	\$0.75
Residence	\$0.75

Issued on the authority of Public Act 179 of 1991, as amended

Issued: June 23, 2014

Effective: June 15, 2014

By: Jack Phillips, Director Government and External Affairs
14450 Burnhaven Drive, Burnsville MN 55306 Jack.Phillips@ftr.com

Burnsville, Minnesota

GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICE AND FACILITIES

A. APPLICATIONS

1. Applications for service and facilities made verbally or in writing become contracts upon the establishment of the service or facility.
2. Any change in rates or regulations prescribed by public authority having jurisdiction modifies all terms and regulations of contracts to the extent of such change.
3. The contract, or any rights acquired there under by the customer may not be assigned or in any manner transferred except with the consent of the Telephone Company.

B. INITIAL PERIOD OF SERVICE

1. Unless otherwise specified in the Telephone Company's Tariffs, the minimum contract period is one month from the date service is established and the minimum charge is the established rate for one month.
2. The initial contract period for special apparatus and the associated special installation charge and termination charge are determined from the conditions involved.
3. In lieu of contracts for the required initial period, the Telephone Company may permit the payment of special installation charges or termination charges, the regular Service Connection Charges and installation charges to apply in addition.

A special contract may be drawn up for termination services in lieu of 1. preceding.

GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES AND FACILITIES

C. ADVANCED CREDIT MANAGEMENT

1. Advanced Credit Management is a process whereby the Company will establish credit limits for new and existing customers. The Company will utilize Credit Scoring for new customers and Behavioral Scoring for existing customers.
2. Credit Scoring will be provided through the use of a third party credit reporting service for new service requests. The credit rating will determine the need for a deposit and establish a credit limit for a combination of local service and toll usage. The credit limit will be based initially on a credit score assigned by a commercial credit reporting service and be adjusted periodically as a result of the customer's payment history. Customers will be informed of their credit limits during the application process. The account credit limit will appear on the first bill and on any subsequent bill in the billing cycle in which a customer's credit limit is automatically changed. Changes in credit limits will be conveyed by mailed notices to the customers.
3. Credit levels and credit limits as a result of the scoring will be categorized as follows:
 - a. Low Risk--
 - No Collection judgments
 - No collection accounts
 - No charge off accounts
 - No delinquency history over 30 days past due
 - b. Medium Risk - \$300 up to an Unlimited Credit
 - No collection judgments
 - Collection accounts have been paid
 - No or minimal charge off accounts
 - Various degrees of delinquency history from 30-180 days, but paid in full or current at time of scoring
 - Customer provides positive identification to Company following a "No Match" on a credit inquiry
 - c. High Risk - \$200 Credit Limit
 - Collection judgments
 - Charge off accounts
 - Outstanding collection accounts
 - Various degrees of delinquency history from 30-180 days, and not paid in full or current at time of scoring
4. Behavioral Scoring will establish credit limits on existing customers based on Company payment history. Customers will be notified of their initial credit limit amount and subsequent credit limit changes through credit limit notices mailed to the billing address. A behavioral score will be established and maintained on each customer when the program is initiated and/or after service has been established. The behavioral scoring will be updated monthly, based on billing and payment behavior during the preceding twelve months.

GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES AND FACILITIES

C. ADVANCED CREDIT MANAGEMENT (Continued)

5. Behavioral Scoring levels and credit limits as a result of the scoring will be categorized as follows:
- a. Low Risk--
 - All bills during the past 12 months paid in full and by the due date
 - No dishonored checks during the past 12 months
 - No service denials due to non-payment during the preceding 12 months
 - No more than 2 reminder notices on account during the preceding 12 months
 - b. Medium Risk - \$300 up to an Unlimited Credit
 - Telephone bills not paid on time and in full 5 or more times during the preceding 12 months
 - No more than 2 NSF checks for telephone bill payments during the preceding 12 months
 - No more than 1 service denial due to non-payment during the preceding 12 months
 - No more than 5 reminder notices on account during preceding 12 months
 - c. High Risk - \$200 Credit Limit
 - Six or more telephone bills not paid by the due date or in full during the preceding 12 months
 - Three or more NSF checks for telephone bill payments during the preceding 12 months
 - Two or more service denials due to non-payment during the preceding 12 months
 - Six or more reminder notices on account during the preceding 12 months.
6. When a high-risk customer exceeds the established credit limit, access to 1+, O+, and all 900/976/700 calls will be blocked where facilities are available. In addition, the Company will restrict all collect, credit card and third number bill calls. Access to the local calling area and emergency services will not be blocked. Notification that such blocking has been established will be mailed to the customer. A recording will advise the customer that blocking has been imposed when dialing or billing attempts are initiated. A recording will advise the customer and provide a telephone number of directions for service restoral. A service restoral charge is not applicable when the customer's toll service is unblocked.

GENERAL REGULATIONS

PAYMENTS AND DEPOSITS

A. PAYMENT PROVISIONS

1. The customer shall pay for services and facilities monthly in advance except as otherwise provided elsewhere in the Telephone Company Tariffs and shall pay for Local messages in excess of the allowance (on message rate service), Toll messages and Moves and Changes when billed.
2. The customer assumes responsibility for all charges on messages originating at equipment contracted for by him and for messages received on which the charges have been reversed with the consent of the person answering the telephone, unless another party assumes responsibility for payment of a call under an arrangement mutually agreeable to the Telephone Company and the other party.
3. Charges are payable at the Telephone Company's business offices or at any agencies duly authorized to receive such payment.
4. Charges for fractional part of a month are computed on the basis of a thirty day month.
5. Payment may be made by the customer in a reasonable manner, including personal check. Payment by personal check may be refused if the customer has, on a previous occasion within the last three (3) years, tendered payment in this matter and the check has been dishonored, excluding bank error

B. ADVANCE PAYMENTS

1. Applicants may be required to pay at the time of application is made, all Service Connection Charges and installation charges that may be applicable – as well as such special construction and installation charges as are to be borne by the applicant – except in the case of Federal, State, or Municipal governmental agencies.

GENERAL REGULATIONS

PAYMENTS AND DEPOSITS

C. DEPOSITS

If the applicant or customer fails to establish and maintain creditworthiness, the applicant may be required to pay a deposit. Such deposit shall not exceed one-sixth ($1/6$) of the estimated annual billings and shall be paid in full before installation or change of service. Such deposit may be subject to reevaluation by the Company at any time after service has been provided.

Applicants or customers who request service in a location where the equipment may be subject to loss or damage through theft, vandalism or other reasons involving a responsibility on the part of the customer will be required, where warranted by the customer's credit rating, to make a suitable deposit to cover that responsibility, such deposit not to exceed the value of the equipment furnished. The fact that a deposit has been made neither relieves the applicant nor the customer from complying with the Telephone Company's regulations as to advance payments and the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Telephone Company providing for the discontinuance of service for nonpayment of any sums due the Telephone Company for service rendered.

(N)

(N)

GENERAL REGULATIONS

PAYMENTS AND DEPOSITS

D. ADJUSTMENT OF CHARGES

1. In the adjustment of charges for overbilling by the Telephone Company, a refund will be made for the full amount of excess charges when such amount can be determined; when the period during which overbilling has been effective cannot be fixed or the exact amount of overbilling determined from available records, the maximum refund will not exceed an estimated amount equal to such overbilling for a three year period.

E. TEMPORARY DISCONTINUANCE FOR NONPAYMENT

1. Where service has been temporarily denied in accordance with the provisions of this Tariff and/or Consumer Standards and Billing Practices and the service is reestablished, or where on account of nonpayment of charges an agent of the Telephone Company visits the premises of the customer to remove the equipment and because of payment does not discontinue the service, a charge specified as Restoral of Service Charge is made. This charge covers the customer's entire service and facilities, being independent of the number of units involved, and is in addition to all other charges due.
2. The Restoral of Service Charge does not apply where service has been actually discontinued; in that event, upon payment of all charges due, the service will be reestablished on the basis of a new application for service and the payment of the charges associated with such application.

GENERAL REGULATIONS

CANCELLATION FOR CAUSE

A. GENERAL

1. For cause as provided herein and without incurring any liability, the Telephone Company either temporarily discontinues the furnishing of a service or facility to a customer, or terminates the contract.
2. Where service is so terminated on the initiative of the Telephone Company, the regulations covering termination charges apply as in the case of termination of service at the customer's request.

B. CANCELLATION AFTER WRITTEN NOTICE

1. Under the following conditions, discontinuance or termination by the Telephone Company may be made ten (10) days after furnishing a written notice by depositing in the mail a letter or notice addressed to the customer or his agent at the address to which the bills for telephone service are sent:
 - a. In the event of nonpayment of a delinquent sum due the Telephone Company.
 - b. Upon failure to make suitable deposit as required by this Tariff and/or the Consumer Standards and Billing Practices.
 - c. Upon the use of any service or facility for the purpose of performing any service in competition with the service which the Telephone Company does now or may hereafter furnish.
 - d. In the event the character of use of a service is not in accordance with the class of service contracted for, and the customer refuses to contract for the proper class of service.
 - e. In the event of abuse or fraudulent use of service. Abuse or fraudulent use of service includes 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 the charge applicable for service.
 - f. Upon a violation not otherwise provided for of any of the regulations governing the furnishing of a service or facility.

GENERAL REGULATIONS

CANCELLATION FOR CAUSE

C. CANCELLATION UPON WRITTEN REQUEST BY PUBLIC OFFICIALS

1. Under the following conditions, written notice of intention to discontinue or terminate service, to which shall be attached a copy of the written representation referred to below, shall be given by posting a registered letter in the United States mails, addressed to the customer or his agent at the location to which bills for the service are sent, at least seventy-two hours prior to such discontinuance or termination:
 - a. Whenever the judge of any court of record in Michigan, having jurisdiction over criminal offenses, including any such judge acting under Act 196 of the Public Acts of 1917, as amended, the Attorney General of Michigan, the United States Attorney in and for any Federal judicial district in Michigan, or the Prosecuting Attorney of any county, shall represent in writing to the Telephone Company that he has probable cause to believe that the service furnished at a designated location is being used in furtherance of the commission of a specified criminal offense and in such writing shall request that such service be discontinued or terminated, the Company, if not restrained by order of a court of competent jurisdiction, will so discontinue or terminate such service, with like effect as to both the Company and the customer as though the latter had of his own volition directed that the same be done.
 - b. Upon notice in writing by a federal, state or local law enforcement agency, acting under the provisions of Public Law 87-216, that service is being or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of federal, state or local law.

GENERAL REGULATIONS

CANCELLATION FOR CAUSE

D. IMMEDIATE CANCELLATION WITH VERBAL NOTICE

1. Under the following conditions, said discontinuance or termination by the Telephone Company will be made immediately, verbal notice being given the customer or his agent in person or by telephone if he can be reached; a confirming written notice will be mailed to the customer or his agent at the address to which bills are sent:
 - a. In the event of the use of profane or indecent language over the facilities.
 - b. In the event of abandonment of the station or facilities.
 - c. If the use of the service or facilities by the customer, or the manner of such use, or his failure to contact for adequate facilities (though these require he defray an unusual expense), tends to affect injuriously the efficiency of the Telephone Company's general plant or service.
 - d. If a service or facility is used in a manner which substantially impairs the service of a particular customer.
 - e. For reasons of health, safety or state of emergency.

GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

A. GENERAL

1. An extension of Telephone Company facilities in locations where Telephone Company facilities currently do not exist will generally be made as follows:
 - a. Cable – Construction charges for extension of facilities may apply to provide basic local exchange service involved in the establishment of service. (C)
(C)
(D)
(D)
 - b. (1) Private Property - Trench, pole(s) or conduit on private property shall be provided at the expense of the property owner or the property owner's representative, i.e., developer, customer, etc. The structure shall meet the Company's design standards and shall be owned and maintained by the property owner or property owner's representative(s). Cable placed in or on these structures shall be owned and maintained by the Telephone Company.
(2) (D)
(D)
 - c. Other - Trench, pole(s) or conduit placed in situations other than private property, i.e., public or private right-of-way, easements, etc., may be placed, owned and maintained by the Telephone Company. (C)
2. Provision of Private Right-of-Way

Where required by the conditions, applicants shall provide without expense to the Telephone Company, private right-of-way parallel to the public highway; such right-of-way shall be free from tree interference and otherwise suitable.

GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

A. GENERAL (Continued)

3. Distributing Plant on Private Property, Other Than Service Drops

When the customer desires that distributing plant on the customer's private property be placed underground - the Telephone Company having determined from the conditions that aerial facilities should be provided or having provided such facilities - the customer may pay the excess of the installed cost to the Telephone Company of the underground (buried) wire or cable over the cost of the aerial facilities and pays the cost of dismantling and removing any aerial facilities being changed.

(C)

B. Real Estate Developments, Subdivisions and Apartment Complexes

(C)

1. GENERAL

- a. Placement of facilities to serve areas of subdivided land which may have only limited subscription to Company services results in an unreasonable risk to the Company that these costs may not be recovered through subscription to such services.

(C)

(C)

(C)

(D)

- (1) "Subdivision" means the division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale of or of building development.

(C)

(C)

(C)

- (2) The Company may assess construction charges to the land developer, individual or party, requesting service or placement of facilities to serve any previously unserved portion of a subdivision.

(C)

(C)

- (3) Construction charges may include the recovery of all costs associated with placement of facilities, including direct and indirect engineering costs, material costs, costs of securing right-of-way, contractor costs and facility placement costs.

(N)

- (4) Payment of construction charges may be required prior to the commencement of the work with which such construction charges are associated.

- (5) The party paying for construction costs does not obtain any rights, of ownership or otherwise, in facilities provided by the Company. All facilities provided by the Company shall be under its exclusive control.

(N)

2. Reserved for Future Use

(C)

- a. Reserved for Future Use

(C)

GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

- 2. Reserved for Future Use (Continued) (C)
 - b. Reserved for Future Use: (C)
 - 1. Reserved for Future Use (C)
 - 2. Reserved for Future Use (C)
 - 3. Reserved for Future Use (C)
 - 4. Reserved for Future Use (C)
 - 5. Reserved for Future Use (C)
 - 6. Reserved for Future Use (C)
 - c. All distribution facilities so constructed shall be the property of the Company. (C)
(D)
- C. Reserved for Future Use (C)
 - 1. Reserved for Future Use (C)
(D)
 - a. Reserved for Future Use (C)
(D)
(D)
(D)
 - b. Reserved for Future Use (C)

GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

C. Reserved for Future Use (Continued)

2. Charges Applicable for Facility Extension

(T)(N)

When an applicant requests new service or upgraded service where construction of line facilities is required, the Telephone Company will cover the construction costs up to \$500.00. Any Construction charges over \$500.00 shall be recovered from the applicant. Construction charges for multicircuit customers will be on an ICB basis.

3. Reserved for Future Use

(N)

D. CONSTRUCTION CHARGES, SPECIAL

1. Special construction, based on cost in the form of installation charges, monthly charges, or both, may be applied in addition to the usual service connection charges and monthly rates when, because of unusual investment or expense, the revenue does not reasonably compensate the Company - when facilities are provided beyond the standard allowance, when conditions require the provision of special equipment or unusual plant construction, installation or maintenance, or when the customer's location requires annual payment for licenses or agreement for the use of Public or Private land.
2. Except as specified, title to all construction provided wholly or partly at a customer's expense is vested in the Company.
3. The cost to the Company for attachments to structures of other companies, made in lieu of providing construction for which the customer would be charged under the provision hereof, is borne by the customer. The customer may be required to pay construction charges made by another company providing facilities connecting with the facilities of the Company.

GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

E. SERVICE DROPS

1. Facilities Provided of Type Determined by Telephone Company

Service Drops are provided either by aerial facilities - on poles of the Telephone Company or other companies - or by underground facilities (buried), and, except as covered in 2 below, the type of facilities used is determined by the Telephone Company from the conditions involved for facilities of the type so determined, the following treatment applies:

- a. A Service Drop measuring not more than 250 feet is provided without construction charge for the measured distance in excess of the 250 foot allowance, a facility charge may apply. (C)
- b. The measurement is the airline distance from the center of the highway paralleling the general distribution plant (located on or off the highway) to the terminal or Drop at the customer's building, or airline distance from the distribution plant to that terminal, whichever is shorter. (C)

2. Facilities Provided of Different Type than 1 above

When from the conditions involved the Telephone Company determines that an aerial Service Drop should be provided and in lieu thereof the applicant desires underground or buried facilities, or when aerial facilities are used to provide service or channels to a customer and subsequently the customer requests that such facilities be placed underground, the following applies:

- a. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer and In addition the customer shall pay the cost of the underground cable - including the cost of installing it - less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or is) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company; ownership of the conduit is retained by the customer. (C)

GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

E. SERVICE DROPS (Continued)

The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.

- b. Cable installed in conduit will be maintained and replaced at the expense of the Telephone Company where conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable in conduit or trench made necessary by damages caused by the customer or the customer's representatives will be made only at the customer's expense.
- c. Where facilities are changed from aerial to underground or buried, in addition to the above, the customer is charged the cost of dismantling and removing the aerial facilities in addition to 2.a. preceding.

3. Computation of facility Charge

- a. The facility charge will be based on cost for Service Wire for extensions in excess of the standard allowances.
- b. All service drop facilities so constructed shall be the property of the Telephone Company.

GENERAL REGULATIONS

MILEAGE MEASUREMENTS

A. AIRLINE MILEAGE (Except for Message Toll Service)

1. Interexchange airline distances are measured between the points involved.
2. For the purpose of determining airline mileages vertical and horizontal grid lines have been established across Michigan. 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 air-line miles. A four-digit vertical (V) and a four-digit 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 between their respective coordinate intersections, as explained in 3. following.
3. 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" coordinate of the two rate centers. Obtain the difference between the "H" coordinates.
 - c. Square each difference obtained in b. above.
 - d. Add the squares of the "V" difference and the "H" difference obtained in c. above.
 - e. Divide the sum of the squares obtained in d. above by 10.
 - f. Obtain the square root of the result obtained in e. above. This is the rate distance in miles. (Fractional miles being considered as full miles.)

GENERAL REGULATIONS

MILEAGE MEASUREMENTS

A. AIRLINE MILEAGE (Except for Message Toll Service) (Continued)

4. Example:

The rate distance is required between Detroit and Flint.

	<u>V</u>	<u>H</u>	
Detroit	5536	2828	
Flint	<u>5461</u>	<u>2993</u>	
Difference	75	165	(See Note)
Squared 5625 +	27225	=	32850
$\frac{32850}{10}$	=	57.3	= 58 airline miles

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

5. The Vertical and Horizontal coordinates for each Michigan rate center are listed in the List of Rate Centers and Central Offices for the United States, issued by the American Telephone and Telegraph Company in Tariff F.C.C. No. 245, which, including any amendments thereto or successive issued thereof, is hereby adopted and made a part of this Tariff. A copy of the information therein is posted at the various toll-operating centers.

GENERAL REGULATIONS

SLAMMING

A. GENERAL

- I. Per FCC 00-135, CC Docket 94-129, a telecommunications carrier who acquires a customer by an unauthorized change of that customer's local service may be billed the applicable nonrecurring charges to reestablish that customer's service **as a new account back** with the **customer's** authorized telecommunications carrier.

GENERAL REGULATIONS

TERMINATION LIABILITY

A. GENERAL

1. In the event service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted in Number 4. following. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

$$25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$$

2. Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.
3. End of Term Options
 - a. Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:
 - 1) Renew their term commitment,
 - 2) Commit to a new term period,
 - 3) Arrange for a change of service, or
 - 4) Arrange for termination of the service at the end of term.
 - b. In the event the customer does not select one of the above renewal options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.
4. Early termination charges will not be assessed under the following circumstances:
 - a. Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term.
 - b. Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable.
 - c. Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or

GENERAL REGULATIONS

TERMINATION LIABILITY

A. GENERAL (Continued)

4. (Continued)

d. Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:

- 1) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment.
- 2) The Company provides the new service via tariff or per entity inquiry, and.
- 3) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

5. Termination Liability as specified prior is applicable only to services which reference GENERAL REGULATIONS, TERMINATION LIABILITY. Termination Liability terms and conditions remain the same for any service not bearing this specific reference.

GENERAL REGULATIONS

RESIDENCE CUSTOMER INCENTIVE LANGUAGE

A. DESCRIPTION

1. The Customer Incentive Program is an offering for potential new residence local exchange customers and to existing residence local exchange customers to encourage the retention or continuation of existing services by those existing customers.

B. TERMS AND CONDITIONS

1. This competitive response offering may be offered to potential new residence local exchange customers. In addition, the Company may provide a retention benefit to any existing residence customer who has retained a service for some period of time.
2. For a potential new residence customer, the Company may provide an incentive offer no more often than once in any one-year period. In retention situations, the Company may provide an incentive no more often than once in any one-year period with respect to any particular service or feature.
3. To qualify for these offers, a residence customer is required to have a satisfactory credit rating with the Company.
4. For a potential new residence local exchange customer, the Company may condition its offers upon the customer remaining with the Company for up to one year. Any minimum period of time shall be identified to the residence customer as part of the offer. In such cases, if the customer terminates service early, the customer may be billed all of the nonrecurring charge(s) and monthly rate(s) waived under this program. The customer is not considered to be opting out if the customer moves to another Company service of equal or greater value.
5. The recipients of the customer incentive offer and the amount of the customer incentive offer shall be in the sole discretion of the Company, but the total value of the offer may not exceed the sum set out in C., following.
6. The Company shall determine the particular details, including but not limited to periods and duration, class of customers, services, amounts, and geographic area, so long as each such offer to a particular local exchange residence customer is not inconsistent with the provisions of this Tariff and the amount does not exceed the maximum amount set forth in C. following. The Company may prohibit use of this program in conjunction with another being marketed by the Company and/or a Company affiliate.
7. Offers may differ based on reasonable criteria, including the following criteria or combinations of criteria below:
 - (a) The sales channel through which the products are sold.
 - (b) A specific geographic area.
 - (c) Existing customers who request to have one or more products disconnected.
 - (d) Customers who identify a better competitive offer available to them. Company representatives may present to these customers multiple offers up to the maximum value under C., following.
 - (e) Such other facts, criteria, and circumstances as the Company believes is a reasonable basis upon which to distinguish among groups of customers.
8. The Company reserves the right to discontinue this offer.

Issued: February 1, 2013

Effective: February 6, 2013

GENERAL REGULATIONS

RESIDENCE CUSTOMER INCENTIVE LANGUAGE

C. RATES AND CHARGES

1. The Customer may be offered one of the following, or the equivalent monetary value, on selected products as determined by the Company:
 - (a) A waiver of an amount up to 100% of the current residence nonrecurring rate(s) or charge(s), or
 - (b) A waiver of up to three months of the recurring rate(s) or charge(s), or
 - (c) A waiver of an amount up to 100% of the current residence nonrecurring rate(s) or charge(s) and up to three months of the recurring rate(s) or charge(s), or
 - (d) A benefit or consideration offered or provided that is not associated with a service or product offered by the Company such as CPE, merchandise, or discounts on merchandise offered by others, gift certificates, gift cards or otherwise, in the discretion of the Company. In determining the value of noncash offers or benefits, the actual cost incurred by the Company, not to exceed the sum of (c) above, shall be used.
2. The waiver(s) will appear in the form of a credit(s) on the customer's bill. The waiver may be one-time, or spread over a period of up to 12 months in a fashion determined by the Company.
3. Waiver amounts are calculated on the first month's nonrecurring charge(s) and monthly rate(s). The total waived amount will not exceed the value of the total nonrecurring rate(s) or charge(s) plus three months service of the monthly rate(s) or charge(s).

Issued: February 1, 2013

Effective: February 6, 2013

Issued on the Authority of Public Act 179 of 1991, as amended
By: Kenneth Mason, Vice President

Rochester, New York

GENERAL REGULATIONS

BUSINESS CUSTOMER INCENTIVE LANGUAGE

A. DESCRIPTION

1. The Customer Incentive Program is an offering for potential new business local exchange customers and to existing business local exchange customers to encourage the retention or continuation of existing services by those existing customers.

B. TERMS AND CONDITIONS

1. This competitive response offering may be offered to potential new business local exchange customers. In addition, the Company may provide a retention benefit to any existing business customer who has retained a service for some period of time.
2. For a potential new business customer, the Company may provide an incentive offer no more often than once in any one-year period. In retention situations, the Company may provide an incentive no more often than once in any one-year period with respect to any particular service or feature.
3. To qualify for these offers, a business customer is required to have a satisfactory credit rating with the Company.
4. For a potential new business local exchange customer, the Company may condition its offers upon the customer remaining with the Company for up to one year. Any minimum period of time shall be identified to the business customer as part of the offer. In such cases, if the customer terminates service early, the customer may be billed all of the nonrecurring charge(s) and monthly rate(s) waived under this program. The customer is not considered to be opting out if the customer moves to another Company service of equal or greater value.
5. The recipients of the customer incentive offer and the amount of the customer incentive offer shall be in the sole discretion of the Company, but the total value of the offer may not exceed the sum set out in C., following.
6. The Company shall determine the particular details, including but not limited to periods and duration, class of customers, services, amounts, and geographic area, so long as each such offer to a particular local exchange business customer is not inconsistent with the provisions of this Tariff and the amount does not exceed the maximum amount set forth in C following. The Company may prohibit use of this program in conjunction with another being marketed by the Company and/or a Company affiliate.
7. Offers may differ based on reasonable criteria, including the following criteria or combinations of criteria below:
 - (a) The sales channel through which the products are sold.
 - (b) A specific geographic area.
 - (c) Existing customers who request to have one or more products disconnected.
 - (d) Customers who identify a better competitive offer available to them. Company representatives may present to these customers multiple offers up to the maximum value under C. following.
 - (e) Such other facts, criteria, and circumstances as the Company believes is a reasonable basis upon which to distinguish among groups of customers.
8. The Company reserves the right to discontinue this offer.

Issued: February 1, 2013

Effective: February 6, 2013

Issued on the Authority of Public Act 179 of 1991, as amended
By: Kenneth Mason, Vice President

Rochester, New York

GENERAL REGULATIONS

BUSINESS CUSTOMER INCENTIVE LANGUAGE

C. RATES AND CHARGES

1. The Customer may be offered one of the following, or the equivalent monetary value, on selected products as determined by the Company:
 - (a) A waiver of an amount up to 100% of the current business nonrecurring rate(s) or charge(s), or
 - (b) A waiver of up to three months of the recurring rate(s) or charge(s), or
 - (c) A waiver of an amount up to 100% of the current business nonrecurring rate(s) or charge(s) and up to three months of the recurring rate(s) or charge(s), or
 - (d) A benefit or consideration offered or provided that is not associated with a service or product offered by the Company such as CPE, merchandise, or discounts on merchandise offered by others, gift certificates, gift cards or otherwise, in the discretion of the Company. In determining the value of noncash offers or benefits, the actual cost incurred by the Company, not to exceed the sum of (c) above, shall be used.
2. The waiver(s) will appear in the form of a credit(s) on the customer's bill. The waiver may be one-time, or spread over a period of up to 12 months in a fashion determined by the Company.
3. Waiver amounts are calculated on the first month's nonrecurring charge(s) and monthly rate(s). The total waived amount will not exceed the value of the total nonrecurring rate(s) or charge(s) plus three months service of the monthly rate(s) or charge(s).

Issued: February 1, 2013

Effective: February 6, 2013

Issued on the Authority of Public Act 179 of 1991, as amended
By: Kenneth Mason, Vice President

Rochester, New York