

**TERMS, CONDITIONS, AND SCHEDULE OF CHARGES
FOR CABLEVISION LIGHTPATH
INTERSTATE AND INTERNATIONAL SERVICES**

1. APPLICATION OF TERMS, CONDITIONS, AND SCHEDULE OF CHARGES

This document contains the rates, terms, and conditions applicable to the provision of (1) interstate Services by Cablevision Lightpath, Inc., Cablevision Lightpath - NJ, Inc. and Cablevision Lightpath - CT, Inc. from their operating location(s) in New York, Connecticut, New Jersey and other locations as may be added from time to time between and among domestic points within the United States; and (2) international Services by Cablevision Lightpath, Inc., Cablevision Lightpath - NJ, Inc. and Cablevision Lightpath - CT, Inc. from their operating location(s) in the United States to international locations as specified herein.

All Service is subject to the availability of suitable facilities and to transmission, atmospheric and like conditions.

2. TERMS AND CONDITIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide interstate and international Services in accordance with the rates, terms, and conditions set forth in this document.

2.1.2 Shortage of Facilities

The Company reserves the right to limit the length of communications or to discontinue furnishing Service when necessary because of the lack of satellite or other transmission medium capacity or because of any cause beyond the Company's control.

2.1.3 Liability of the Company

(A) Because the Customer has exclusive control of its communications over the Services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this document

and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and facilities furnished under this document. Except as stated in this Section 2.1.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights, or privileges not contemplated in this document.

(B) The liability of the Company for damages arising out of the furnishing of Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in 2.1.4. The extension of such allowances for interruption shall be the sole remedy of the Customer, any Authorized User, and any other party or person(s), and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer, Authorized User, or any other party or person(s) may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents. In no event will the Company be liable for interruptions of service caused as a result of routine maintenance, testing or adjustment of facilities.

(C) The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

(D) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with telecommunications Services the Company offers.

(E) The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

(F) The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.

(G) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s) including Authorized Users, and for any loss, damage, or destruction of any property, whether owned by the Customer, Authorized Users or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

(H) The Company is not liable for any defacement of or damage to the premises of a Customer, Authorized User, or any other party or person(s) resulting from the furnishing of services or equipment on or at such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

(I) The Company shall be indemnified, defended, and held harmless by Customers, Authorized Users, and any other party or person(s) against any claim, loss or damage arising from the use of Services offered under this document, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's, Authorized User's, or any other party's or person's(s') own communications.

(J) The Company shall not be liable for any interruptions in service due to suspected fraud, potential uncollectible situations or misuse of services including reselling of services.

(K) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with telecommunications Services the Company offers.

(L) The Company shall not be liable for any loss or interruptions in service or for any damages or losses due to the fault or negligence of the Customer, any Authorized User, or any other party or person(s) or due to the failure or malfunction of Customer-provided or Authorized User-provided equipment or facilities due to the failure of the Customer to fulfill any obligation under this document.

(M) Customer agrees to defend, indemnify and hold the Company and the officers, directors, agents, affiliates, distributors, franchisees and employees of the Company harmless from and against any and all Authorized User or third party claims, losses, damages, actions, liabilities, expenses, or costs, including reasonable attorneys fees, arising out of or in connection with any claim, demand, action, suit, investigation, arbitration or other proceeding by an Authorized User or third party to the extent directly or indirectly caused by the Customer including, but not limited to claims by any third party or any Authorized User directly or indirectly resulting from Customer's act or omission in describing the capacity, operation or functionality of the Services, or the requirements for furnishing and continued provision of the Services.

2.1.4 Allowances for Interruptions in Service

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

2.1.4.1 Credit for Interruptions

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

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

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

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

(D) Two or more interruptions of thirty (30) minutes or more during any one (1) twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits exceed one day in any twenty-four (24) hour period.

2.1.4.2 Interruptions Over Twenty-Four (24) Hours

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

2.1.4.3 Chronic Interruptions

(A) Chronic interruption is defined as three (3) separate service interruptions beyond the Company's reasonable control, on the same facility, with the same root cause, lasting at least two (2) hours within a consecutive thirty (30) day period, and/or an

interruption that lasts longer than (72) seventy-two hours.

(B) In the event that Customer experiences chronic interruptions, the Company will perform a detailed investigation, report the findings to Customer and if necessary, institute a corrective plan. If Customer continues to experience chronic service interruptions on the circuit after receiving the report, excluding Force Majeure interruptions, and a plan for corrective action has been implemented for thirty (30) days, the Customer or the Company may discontinue service on the affected circuit without any termination liability.

(C) A "Force Majeure" event is a failure in performance, whether or not foreseeable by the Company. Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the Customer, and acts of God.

(D) The termination rights described in this Section 2.1.4.3 shall be Customer's sole and exclusive remedy in the event of chronic service interruption.

2.1.4.4 Limitations on Allowances

No credit allowance will be made for:

(a) Interruptions due to the negligence of, or noncompliance with the provisions of this document by, the Customer, Authorized User, or other common carrier providing service connected to the Service of the Company;

(b) Interruptions of Service during any period in which the Company is not given access to the premises at which the Company provided Service is interrupted or terminated;

(c) Interruptions of Service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction; and

(d) Interruptions of Service during any period when the Customer or Authorized User has released Service to the Company for maintenance purposes for a change in Service arrangements;

(e) Interruptions caused in the course of routine maintenance, testing and/or adjustment of the Network or facilities related to the provision of Service; and

(f) Interruptions due to the failure or malfunction of non-Company equipment.

(g) Interruptions in Service due to suspected fraud, potential uncollectible situations or misuse of services including reselling of services.

2.1.5 Claims

The Customer and each and every Authorized User, jointly and severally, indemnifies and saves the Company harmless against claims for libel, slander, or the infringement of copyright arising from or in connection with the material or subject matter transmitted over the Network; against claims for the infringement of patents arising from combining with, or using in connection with, the Company's network or the Company's facilities, apparatus and systems furnished by the Customer or Authorized User; and against any and all other claims arising out of any act or omission of the Customer or Authorized User or a vendor or customer of the Customer or Authorized User in connection with use of the Network or the Company's facilities.

2.1.6 Provision of Equipment and Facilities

(A) Except as otherwise indicated, Customer-provided equipment and facilities at the Customer's premises for use in connection with this Service shall be so constructed, maintained, and operated as to work satisfactorily with the facilities of the Company.

(B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is

connected to Service furnished pursuant to this document, the responsibility of the Company shall be limited to the furnishing of Services under this document and to the maintenance and operation of such Services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

(1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

(2) the reception of signals by Customer-provided equipment; or

(3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment or facilities.

2.1.7 Standard Installation

The Company's demarcation point is located at the minimum point of entry (MPOE) in a serving facility. Extension of the demarcation point from the MPOE is subject to time and material charges determined via ICB. Extension of the demarcation point from the MPOE is available in limited portions of the Company's service area.

2.1.8 Nonroutine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours (M-F, 8am - 5pm) or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours (M-F, 8am - 5pm) but, at the Customer's request, extends beyond regular business hours (M-F, 8am - 5pm) into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.2 Prohibited Uses

The Services shall not be used for any unlawful purpose.

2.2.1 Assignment

The Services or any rights associated therewith may not be assigned or in any manner transferred without the written consent of the Company.

2.2.2 Fraud

(A) In order to control fraud in any instance in which the Company has reason to believe that a Customer is using Services in a fraudulent manner, or in a manner that will result in service fees in excess of credit limits established by Company for the Customer, the Company may restrict, suspend, or discontinue providing service.

(B) If the Company determines that a Customer is placing an extraordinarily high volume of calls on the network, the Company will make a reasonable attempt to contact by telephone the Customer responsible for the billed number to discuss the suspected fraudulent use of the service prior to restricting, suspending or discontinuing the Service.

(C) If the Company does not receive satisfactory assurances, at the time contact is made with the Customer responsible for the billed number, the Company may restrict, suspend, or discontinue providing the Service. The Service will be reinstated if the Company receives satisfactory assurances that the Customer is not using the services for fraudulent purposes or the Company receives an appropriate advanced payment pursuant to Section 2.6.2.

(D) The Company may also refuse to provide service if the acts of the Customer or the conditions on its premises are consistent with patterns of known fraudulent activity such as to indicate an intention to defraud the Company once service is provided. In order to prevent fraud, the Company may also, at its option, establish commercially reasonable calling limits for Customers who are applicants for service or existing Customers whose financial condition cannot be verified or is otherwise unacceptable to the Company. This usage limit may be increased or decreased by the Company as it deems necessary in light of changing Customer circumstances.

(E) In order to control fraud, the Company may temporarily restrict access to the network from any specific line when a pattern of calling on that line is consistent with known patterns of fraudulent calling. Prior to implementing this restriction, the Company will make a reasonable attempt to contact by telephone, the party responsible for the billed number to discuss the fraudulent activity prior to placing a restriction against the line. If the responsible party cannot be contacted despite the Company's reasonable efforts, the Company may, at its option, implement the restriction to avoid further fraudulent calling. The Company will then notify the responsible party by the most expeditious means reasonably possible that the line has been restricted. The restriction shall be removed when the responsible party informs the Company that the calling is legitimate and/or instructs the Company to restore service to that line.

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

(A) The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.

(B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

The Customer will be liable for damages to or loss of the equipment and facilities of the Company caused by negligence, theft, or willful acts of the officers, employees, agents, or contractors of the Customer or Authorized User or for any damages to Company's equipment or facilities placed on the Customer's premises.

2.4 Use of Service

Services may be used to transmit communications of the Customer or Authorized User in a manner consistent with the terms of this document and the policies and regulations of

the Federal Communications Commission and all state, local, and foreign governmental authorities having jurisdiction over the Service.

2.5 Interconnection of Facilities

2.5.1 Point of Interconnection

(A) Interconnection between Customer-provided and Company-provided Service must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer-provided and Company-provided Service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices.

(B) The point of interconnection for facilities leased from the Company is at the Customer's premises. The point of interconnection for facilities not leased from the Company is at the Company's offices. The Customer may connect any facilities with the Company at the Customer's premises.

2.5.2 Protective Equipment

In order to protect the Company's facilities and personnel and the Services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's facilities shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve compatibility between the facilities of the Company and the facilities of others shall be provided at the Customer's expense.

2.5.3 Inspections

(A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

(B) If the protective requirements in connection with Customer-provided equipment are not being complied

with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request twenty-four (24) hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.6 Payment Arrangements

2.6.1 Payment for Service

(A) The Customer is responsible for payment of all charges for facilities and Services furnished by the Company to the Customer or Authorized User. Failure to pay invoiced charges may result in the discontinuance of Service.

(B) The Customer's responsibility for payment is not changed due to any use, misuse, or abuse of the Service by Authorized Users, third parties, the Customer's employees, or the public. The Customer shall indemnify and hold the Company harmless from all costs, expenses, claims, or actions arising from fraudulent use of any nature of the Service. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that fraudulent use occurred over the Service.

(C) The Customer is responsible for payment of all charges for facilities and Services furnished by the Company. All applicable taxes (Addendum A) shall be added to the charges contained herein. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may subsequently become applicable retroactively.

(D) Customer shall be subject to a finance charge of 1.5% per month on late payments. If the Company

initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings then the defendant Customer shall pay the reasonable attorneys' fees and costs of the Company in prosecuting such proceedings and appeals therefrom. In the event the Customer's account is placed into collection, the Customer agrees to pay the Company's expenses including reasonable attorneys' fees, collection costs, and disbursements.

(E) The Customer will be assessed a charge of fifteen dollars (\$15.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

(F) Customers have up to six (6) months after a bill is rendered to initiate a dispute over a charge or to receive credits. A bill will not be deemed correct and binding upon the Customer by virtue of the preceding sentence if the Company or the Customer has records on the basis of which the objection may be considered. If objection results in a refund to the Customer, such refund will be with interest at the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Notwithstanding the foregoing, a Customer may not go back more than twenty-four (24) months of billing in connection with billing disputes.

(G) If Service is disconnected by the Company for nonpayment or upon request of the Customer and later restored, restoration of Service will be subject to all applicable restoral charges.

2.6.2 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services are furnished. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.6.3 Deposits

(A) To safeguard its interests, before a service is furnished, the Company may require a Customer to make

a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. No interest shall be paid on the deposit, unless otherwise agreed by the Company or required by law.

(B) When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the Service is discontinued, the Company may, at its option, return the deposit or credit to the Customer's account.

2.6.4 Discontinuance of Service for Cause

(A) Upon non-payment of any sum owing to the Company for more than thirty (30) days beyond the date the bill for Service is mailed by the Company or upon violation of any of the terms or conditions governing the furnishing of Service under this document, the Company may, by fifteen (15) days' advance notice in writing to the Customer, without incurring any liability, discontinue the furnishing of Service under this document.

(B) Discontinuance of Service for cause does not relieve the customer of the obligation to pay all charges that have accrued under this document.

2.6.5 Customer Not Ready

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

2.6.6 Taxes

The Customer is responsible for the payment of any permissible sales, use, gross receipts, excise, access or other applicable local, state and federal taxes, charges or surcharges, including universal service charges and the applicable taxes shown on Addendum A to this document, which are imposed on or based upon the provision, sale or use of telecommunications services (excluding taxes on the Company's net income).

2.7 Termination Liability for Specially Constructed Facilities

2.7.1 To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer. The termination liability period is the estimated service life of the facilities provided.

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

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

- (1) equipment and materials provided or used,
- (2) engineering, labor, and supervision,
- (3) transportation, and
- (4) rights-of-way;

(b) License preparation, processing, and related fees;

(c) Document preparation, processing, and related fees;

(d) Cost of removal and restoration, where appropriate; and

(e) Any other identifiable costs related to the specially constructed or rearranged facilities.

2.7.3 The applicable termination liability charge is based on the normal method for calculating the unpaid balance of

a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 2.7.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 2.7.2 preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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

2.8.1 If the Customer terminates Service prior to the end of the term commitment selected by the Customer, Customer shall be liable for a Early Termination Charge equal to the applicable monthly recurring charges for the balance of the twelve (12) month minimum service period, or in the event that Customer has agreed to a service term in excess of one (1) year, Customer shall be liable for a Early Termination Charge equal to fifty percent (50%) of the basic monthly charges that would have been applicable for the remainder of the term.

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

(a) For Business Lines, there is no Early Termination Charge applied after the initial twelve (12) month service period.

(b) Customer moves existing Service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that Service for the remainder of the term. Customer must agree to new installation and appropriate construction charges at the "new" location associated with the move;

(c) Customer attempts to move existing Service to a new location within the Company service area, but the Service is not available;

(d) Customer negotiates a new term commitment plan for the same Service before the current term commitment expires and the value of the new term

commitment is equal to or greater than the remaining value of the current term commitment;
or

(e) Customer changes to another Service or upgrades Service to a higher speed or capacity under a term commitment, provided that 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, and

(2) The Company provides the new Service via tariff or on an Individual Case Basis (ICB), 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.

2.9 New Builds

2.9.1 Description

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

2.9.2 New Build Service Cancellation Liability

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

2.9.3 New Build Early Termination Liability

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

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

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

2.9.4 New Build Dual Entrance Facilities

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

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

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

2.9.5 New Build Network Extension Charge

(A) A Network Extension Charge is applied when the total monthly recurring charge for the Services the Customer is purchasing is insufficient to meet the minimum revenue requirement to justify a New Build to the Customer's building.

(B) The amount of the Network Extension Charge is the differential between the required monthly recurring charges established for the New Build and the Customer's monthly

recurring Charges for all the Services purchased and terminated at the New Build location.

(C) The Customer may select one of two methods to remit the Network Extension Charge: (1) the Customer may pay the fee as a monthly recurring charge for the term of the contract or (2) the Customer may pay the full amount in one installment, paid in full upon receipt of first invoice.

(D) If the Customer terminates its Service before the end of the term, and Customer has opted to pay the Network Extension Charge as a monthly recurring charge for the full term required for the New Build, the Customer will be charged the full remaining amount of the Network Extension Charge.

2.10 End of Term Options

Prior to the end of the term commitment period, the Customer may select one of the following options, to be effective at the end of the term: renew the term commitment; commit to a new term period; arrange for a change to an increased port speed; arrange for an upgrade in class of Service; or arrange for a termination of Service. In the event the Customer does not select one of these options, the Customer will be converted to the shortest term period available (*i.e.*, month-to-month, 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.

2.11 Customer Specific Contracts and Individual Case Basis Offerings

(A) The Company may provide any of the Services offered under this document, or combinations of Services, to Customers on a contractual basis or pursuant to an Individual Case Basis (ICB) offering. Under an ICB offering, the rates, terms, and conditions of the Service arrangement are based on the specific circumstances of the case.

(B) The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Rates in other sections of this document will not apply if the contract specifically identifies different rates.

2.12 Emergency Services

2.12.1 Emergency Telephone Number Service (911 Service)

To the extent such services are available in a particular geographic area, Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby a Customer or Authorized User who dials 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a particular geographic area, the Customer or Authorized User who dials 911 will be routed to an operator. There will be no charge to the Customer for calls made using 911.

2.12.2 Enhanced Emergency Telephone Number Service (E911 Service)

Enhanced Emergency Telephone Number Service (E911 Service) is a call delivery network whereby any Customer or Authorized User who dials 911 will reach the designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. There will be no charge to the Customer for calls made using 911.

2.12.3 Conditions of Furnishing 911 Service and E911 Service

- (A) The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, or any liability, whether suffered, made, instituted, or asserted by the Customer, Authorized User, or by any other party or person(s), for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of 911 Service or E911 Service. By dialing 911, the Customer, Authorized User, and any other party or person(s) agrees to release, indemnify,

defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted. Notwithstanding any provision to the contrary, in the absence of gross negligence or willful misconduct, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever related to 911 Service or E911 Service.

- (B) The Company is not responsible for any infringement or invasion of the right of privacy of any Customer, Authorized User, or other party or person(s), caused, or claimed to have been caused directly or indirectly, by the installation, operational, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 Service or E911 Service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the Customer or Authorized User when accessing 911 Service or E911 Service.

- (C) The Company shall not be liable for any civil damages caused by an act or omission of the Company in the good faith release of information not in the public record, including non-published subscriber information to emergency service providers responding to calls placed to 911.

- (D) The Company's liability in furnishing Service under this document, including Emergency Telephone Number Service (911 Service) and Enhanced Emergency Telephone Number Service (E911 Service), is set forth in Section 2.1.3.

2.13 Definitions

Authorized User: A person, firm, or corporation that is authorized by the Customer to be connected to the Service of the Customer.

Company: The term "Company" denotes Cablevision Lightpath, Inc., Cablevision Lightpath - NJ, Inc. or Cablevision Lightpath - CT, Inc.

Customer: The term "Customer" denotes the person or firm, corporation, or other entity which orders Service or is responsible for the payment of charges and compliance with the Company's regulations.

Network: The Company's transmission facilities, including its fiber-optics based communications system and all other transmission lines and interconnection equipment.

Service or Network Service: The Company's telecommunications services offered on the Company's Network. "On-Network" refers to a building or location connected to the Company's Network.

United States: The term "United States" designates the forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

3. SERVICE DESCRIPTIONS AND RATES

3.1 High Capacity Transmission Services

3.1.1 Description

3.1.1.1 High Capacity Transmission Services are offered over the Company's facilities for the transmission of one-way and two-way communications, and the provision of one-way Service, two-way Service, and duplex Service. These services are furnished for transmission of digital signals at operating speeds of 1.544 Mbps, DS-1 Service, and 44.736 Mbps, DS-3 Service.

3.1.1.2 DS-3 Service consists of the provision of channels for the transmission of digital signals at an operating speed of 44.736 Mbps.

3.1.1.3 DS-1 Service consists of the provision of channels for the transmission of digital signals at an operating speed of 1.544 Mbps.

3.1.2 Rate Elements

3.1.2.1 Channel Termination - A monthly rate element that provides a communication path from the customer designated premise to the Company's nearest building network interface. Channel Termination is a standard channel interface arrangement which defines the characteristics associated with the type of facilities to which the access service is connected to at the point of termination.

3.1.2.2 Channel Mileage - A monthly rate element that provides a communication path between two Company network interface points to provide an interconnection between the channel terminations serving each customer location. The monthly rate element consists of a fixed charge plus a distance sensitive per mile charge.

3.1.2 Mileage Measurements

3.1.2.1 To determine the DS1 channel mileage monthly rate element, the Company will use a V&H coordinates methodology.

3.1.2.2 To determine the DS3 channel mileage monthly rate element, the Company's network operations plant layout maps and the Company's facilities records will be used.

3.1.3 Service Term Discount Plans

3.1.3.1 Transmission Services Service term discount plans are available for a commitment period of three (3) and five (5) years. A service term discount plan applies to all monthly rate elements defined in this Section 3.1.

3.1.3.2 Monthly rate elements are reduced by a fixed percentage based on the time commitment contractually agreed to by the customer. The fixed discounts are as follows:

- 3 Years - 15%
- 5 Years - 25%

3.1.4 DS-3 Service Rates

3.1.4.1 Channel Termination (2 Channel Terminations required per circuit)

- Per Channel Termination per month -\$1,969.00

3.1.4.2 Channel Mileage

- Fixed Mileage Rate Element - \$ 702.00
- Per Mile Rate Element (see 4.2.2) \$ 132.00

3.1.4.3 Non-Recurring Installation Charge

- Fixed charge for each service \$ 850.00

3.1.5 DS-1 Service Rates

3.1.5.1 Channel Termination (2 Channel Terminations required per circuit)

- Per Channel Termination per month - \$ 237.00

3.1.5.2 Channel Mileage

- Fixed Mileage Rate Element - \$ 48.00
- Per Mile Rate Element (see 4.2.2) \$ 24.00

3.1.5.3 Non-Recurring Installation Charge

- Fixed charge for each service \$ 500.00

3.2 Video Service (TV15 Circuits)

3.2.1 Description

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

3.2.2 Video Service Rates (TV15 Circuits)

3.2.2.1 Channel Termination (2 Channel Terminations required per circuit)

- Per Channel Termination per month - \$ 270.00

3.2.2.2 Channel Mileage

- Fixed Mileage Rate Element - \$ 590.00

- Per Mile Rate Element (see 3.1 - as a DS3) -
\$ 40.00

3.3 Switched Network Services

3.3.1 Description

Switched Network Services are provided to a Customer connected to the Company's Network over facilities provided by the Customer or the Company. The Service provides for telephonic quality voice and data transmission channels for the origination and reception of interstate calls. The Service may be performed by the use of the Company's own facilities, by the use or resale of the services or facilities of other telephone companies, or by a combination of these methods.

3.3.2 Domestic Interstate Services

3.3.2.1 Domestic Interstate Services consists of the furnishing of switched message telephone service between telephone stations located in different states within the United States. Interstate calls are billed at 18 second initial and 6 second additional increments. Rates apply to all time periods.

3.3.2.2 Rates

Usage Charges:	Per minute
Continental United States	\$0.055
Alaska, Hawaii, Puerto Rico and U.S. Virgin Islands	\$0.098

3.3.3 Directory Assistance Rates

3.3.3.1 Directory Assistance charges apply for all requests for which the Company's facilities are used.

3.3.3.2 Rates

Up to two (2) numbers requested: \$1.25

3.3.4 Operator Services Rates

Type Call	Charge Per Call
-----------	-----------------

Station to Station (Collect)	\$2.50
Person-to-Person (Collect)	\$5.00
Third Number Billed	\$2.50
Operator Dialed	\$2.50
Operator Assisted (General)	\$2.50

3.3.5 Interstate Toll Free Service

3.3.5.1 A switched, domestic, inbound telephone service that completes interstate toll free calls.

3.3.5.2 Rates

Usage Charges	Per minute
Continental United States	\$0.065
Alaska, Hawaii, Puerto Rico and U.S. Virgin Islands	\$0.080
Canadian Usage	\$0.10

3.3.6 Lightpath Calling Cards

3.3.6.1 Lightpath Calling Cards are provided to Customers for use when they are away from their established service location. A Customer can access this Service by dialing a Company-designated 800 number, utilizing the Customer's Company-issued authorization number and the called telephone number.

3.3.6.2 Rates

Usage Rates	Per minute
Continental United States & Alaska	\$0.18
Alaska, Hawaii, Puerto Rico and U.S. Virgin Islands	\$0.36
Directory Assistance Per Number Requested	\$0.30

3.4 International Services

3.4.1 Description of Service

International Services consists of the furnishing of telephone service between the Company's operations centers in the United States and the foreign points listed in this document. Such service is available twenty-four (24) hours a day, seven (7) days a week. The Company maintains an operating center in Jericho, New York. Customers will be charged for calls based on the foreign destination.

3.4.2 Explanation of Rates for International Services

The rates for the Company's International Services are billed in six second increments with an 18 second minimum.

3.4.3 Class of Service

The Company provides the following classes of service:

- Direct Dial
- Calling Card

3.4.4 Directory Assistance Rates

3.4.4.1 Directory Assistance charges apply for all requests for which the Company's facilities are used.

3.4.4.2. Rates

- Per number international number requested:
\$5.00

3.4.5 Operator Services Rates

Type Call	Charge Per Call
Station to Station (Collect)	\$5.00
Person-to-Person (Collect)	\$7.00
Third Number Billed	\$5.00
Operator Dialed	\$5.00
Operator Assisted (General)	\$5.00

3.4.6 International Direct Dial Rates

Due to increased costs imposed by some overseas telephone companies, an international mobile rate will apply to international direct dial calls terminating

on mobile phones, pagers or other mobile devices in some countries. The countries where mobile international rates are applicable are identified in this section. International Direct Dial calls are billed in six second increments with an 18 second minimum.

Direct Dial Country/Rate per minute:

Afghanistan \$3.50
Albania \$0.40
Algeria \$0.40
American Samoa \$0.45
Andorra \$0.35
Andorra (Mobile) \$0.60
Angola \$0.50
Anguilla \$0.40
Antarctica (Casey) \$0.97
Antarctica (Scott) \$1.86
Antigua & Barbuda \$0.50
Argentina \$0.15
Argentina (Mobile) \$0.44
Armenia \$0.45
Aruba \$0.30
Ascension Island \$1.99
Australia \$0.07
Australia (Mobile A) \$0.32
Australia (Mobile B) \$2.99
Australia Satellite \$1.99
Austria \$0.10
Austria (Mobile) \$0.44
Azerbaijan \$0.43
Bahamas \$0.25
Bahrain \$0.45
Bangladesh \$0.50
Barbados \$0.40
Belarus \$0.55
Belgium \$0.10
Belgium (Mobile) \$0.37
Belize \$0.50
Benin \$0.50
Bermuda \$0.20
Bhutan \$0.75
Bolivia \$0.40
Bolivia (Mobile) \$0.40
Bosnia & Herzegovina \$0.37
Botswana \$0.35

Brazil \$0.20
Brazil (City Specific) \$0.20
Brazil (Mobile) \$0.33
British Virgin Islands \$0.33
Brunei \$0.30
Brunei (Mobile) \$0.30
Bulgaria \$0.30
Bulgaria (Mobile) \$0.45
Burkina Faso \$0.55
Burma (Myanmar) \$2.99
Burundi \$0.65
Cambodia \$0.99
Cameroon \$0.60
Canada \$0.055
Cape Verde Islands \$0.65
Cayman Islands \$0.28
Central Africa \$1.99
Chad Republic \$1.99
Chile \$0.15
Chile (Mobile) \$0.29
China \$0.15
Christmas \$1.21
Cocos Islands \$1.14
Colombia \$0.20
Comoros \$1.99
Congo Republic \$0.99
Congo, Dem Rep of (FKA as Zaire) \$0.60
Cook Islands \$4.99
Costa Rica \$0.30
Croatia \$0.30
Croatia (Mobile) \$0.45
Cuba \$2.52
Cyprus \$0.25
Cyprus (Mobile) \$0.40
Czech Republic \$0.20
Czech Republic (Mobile) \$0.35
Denmark \$0.10
Denmark (Mobile) \$0.36
Diego Garcia \$6.99
Djibouti Republic \$0.99
Dominica \$0.50
Dominican Republic \$0.18
Dominican Republic (Mobile) \$0.30
Ecuador \$0.43
Egypt \$0.45
El Salvador \$0.45
El Salvador (Mobile) \$0.45

Equatorial Guinea \$0.99
Eritrea \$0.99
Estonia \$0.20
Estonia (Mobile A) \$0.45
Estonia (Mobile B) \$0.99
Ethiopia \$1.25
Faeroe Island \$0.64
Falkland Islands \$2.34
Federated States of Micronesia \$1.13
Fiji Islands \$0.75
Finland \$0.15
Finland (Mobile) \$0.36
France \$0.07
France (Mobile) \$0.45
French Antilles 0.45
French Antilles (Mobile) \$0.55
French Guiana \$0.39
French Guiana (Mobile) \$0.50
French Polynesia \$0.75
Gabon Republic \$0.35
Gambia \$0.51
Georgia \$0.25
Georgia (Mobile) \$0.45
Germany \$0.07
Germany (Mobile) \$0.27
Ghana \$0.30
Gibraltar \$0.65
Greece \$0.15
Greece (Mobile) \$0.35
Greenland \$0.98
Grenada \$0.45
Guadeloupe \$0.35
Guadeloupe (Mobile) \$0.65
Guantanamo Bay \$1.50
Guatemala \$0.38
Guinea Bissau \$2.85
Guinea Republic \$0.40
Guyana \$0.99
Haiti \$0.75
Haiti (Mobile) \$0.75
Honduras \$0.75
Hong Kong \$0.10
Hong Kong (Mobile) \$0.10
Hungary \$0.15
Hungary (Mobile) \$0.35
Iceland \$0.15
Iceland (Mobile) \$0.35

India \$0.39
Indonesia \$0.30
Indonesia (Mobile) \$0.45
Inmarsat \$8.00
Iran \$0.60
Iraq \$1.79
Ireland \$0.07
Ireland (Mobile) \$0.33
Iridium \$2.99
Israel \$0.10
Israel (Mobile) \$0.24
Italy \$0.07
Italy (Mobile) \$0.38
Ivory Coast \$0.65
Jamaica \$0.35
Jamaica (Mobile) \$0.42
Japan \$0.10
Japan (Mobile) \$0.36
Jordan \$0.55
Kazakhstan \$0.43
Kenya \$0.70
Kiribati \$4.99
Kuwait \$0.45
Kyrgyzstan \$0.75
Laos \$0.99
Latvia \$0.35
Latvia (Mobile) \$0.40
Lebanon \$0.45
Lebanon (Mobile) \$0.55
Lesotho \$0.50
Liberia \$0.60
Libya \$0.45
Liechtenstein \$0.35
Liechtenstein (Mobile) \$1.25
Lithuania \$0.40
Luxembourg \$0.10
Luxembourg (Mobile) \$0.35
Macao \$0.35
Macedonia \$0.45
Macedonia (Mobile) \$0.55
Madagascar \$1.25
Malawi \$0.25
Malaysia \$0.10
Malaysia (Mobile) \$0.18
Maldives \$1.99
Mali Republic \$0.75
Malta \$0.25

Malta (Mobile) \$0.55
Marshall Island \$0.99
Martinique (under French Antilles) \$0.45
Martinique (under Fr Antilles) (Mobile) \$0.55
Mauritania \$0.65
Mauritius \$0.56
Mayotte Island \$1.28
Mexico \$0.25
Moldova \$0.75
Monaco \$0.15
Monaco (Mobile) \$0.35
Mongolia \$0.75
Montenegro \$0.45
Montserrat \$0.50
Morocco \$0.75
Morocco (Mobile) \$0.75
Mozambique \$0.65
Myanmar \$2.99
Namibia \$0.61
Nauru \$4.99
Nepal \$0.99
Netherlands \$0.07
Netherlands (Mobile) \$0.35
Netherlands Antilles \$0.35
Netherlands Antilles (Mobile) \$0.40
New Caledonia \$0.99
New Zealand \$0.07
New Zealand (Mobile) \$0.34
Nicaragua \$0.65
Niger Republic \$0.75
Nigeria \$0.65
Niue Islands \$4.99
Norfolk Island \$4.99
North Korea \$3.56
Norway \$0.07
Norway (Mobile) \$0.28
Oman \$0.94
Pakistan \$0.65
Palau Republic \$0.99
Palestine \$0.18
Palestine (Mobile) \$0.25
Panama \$0.40
Panama (Mobile) \$0.45
Papua New Guinea \$5.99
Paraguay \$0.40
Peru \$0.25
Peru (Mobile) \$0.45

Philippines \$0.30
Philippines (Mobile) \$0.30
Poland \$0.20
Poland (Mobile) \$0.37
Portugal \$0.10
Portugal (Mobile) \$0.45
Qatar \$0.99
Reunion Island \$0.85
Romania \$0.45
Russia \$0.25
Rwanda \$1.25
San Marino \$1.99
Sao Tome \$2.84
Saudi Arabia \$0.55
Senegal \$0.65
Serbia {Yugoslavia} \$0.45
Seychelles Island \$0.50
Sierra Leone \$0.75
Singapore \$0.10
Singapore (Mobile) \$0.15
Slovakia \$0.25
Slovakia (Mobile) \$0.36
Slovenia \$0.25
Slovenia (Mobile) \$0.42
Solomon Islands \$4.99
Somalia \$3.50
South Africa \$0.25
South Africa (Mobile) \$0.37
South Korea \$0.10
South Korea (Mobile) \$0.28
Spain \$0.07
Spain (Mobile) \$0.34
Sri Lanka \$0.65
St Helena \$2.19
St Kitts & Nevis \$0.45
St Lucia \$0.50
St Pierre & Miquelon \$0.75
St Vincent & Grenadines \$0.55
Sudan \$0.99
Suriname \$0.75
Swaziland \$0.45
Sweden \$0.07
Sweden (Mobile) \$0.38
Switzerland \$0.07
Switzerland (Mobile) \$0.35
Syria \$0.81
Taiwan \$0.10

Taiwan (Mobile) \$0.21
Tajikistan \$1.99
Tanzania \$0.75
Thailand \$0.35
Thuraya Satellite \$1.99
Togo \$0.73
Tonga Islands \$0.85
Trinidad & Tobago \$0.39
Tunisia \$0.65
Turkey \$0.34
Turkey (Mobile) \$0.44
Turkmenistan \$1.49
Turks & Caicos Islands \$0.49
Tuvalu \$4.99
Uganda \$0.45
Ukraine \$0.35
United Arab Emirates \$0.52
United Kingdom \$0.07
United Kingdom (Mobile) \$0.37
Uruguay \$0.46
Uzbekistan \$0.40
Vanuatu \$4.99
Vatican City \$0.07
Venezuela \$0.25
Venezuela (Mobile) \$0.44
Vietnam \$0.99
Wallis Island \$4.99
Western Samoa \$0.65
Yemen Republic \$0.99
Zaire \$0.60
Zambia \$0.35
Zimbabwe \$0.32

3.4.7 International Calling Card Rates for Calls from United States to International Country

Calls are billed in one minute increments.

No surcharges apply.

Add \$0.25 from Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

A charge of \$5.00 for Calling Card Audiotext calls may apply.

Calling Card-International Rates from United States to International Country/Rate per minute:

Afghanistan \$1.97
Albania \$0.43
Algeria \$0.49
American Samoa \$0.30
Andorra \$0.32
Angola \$0.54
Anguilla \$0.66
Antarctica (Casey) \$1.39
Antarctica (Scott) \$1.39
Antigua & Barbuda \$0.89
Argentina \$0.86
Armenia \$0.71
Aruba \$0.46
Ascension Island \$1.33
Australia \$0.48
Austria \$0.84
Azerbaijan \$0.51
Bahamas \$0.58
Bahrain \$1.18
Bangladesh \$1.81
Barbados \$0.84
Belarus \$0.62
Belgium \$0.56
Belize \$0.64
Benin \$0.56
Bermuda \$0.74
Bhutan \$0.42
Bolivia \$0.64
Bosnia & Herzegovina \$0.52
Botswana \$0.41
Brazil \$0.87
British Virgin Islands \$0.45
Brunei \$0.70
Bulgaria \$0.52
Burkina Faso \$0.68
Burma (Myanmar) \$1.01
Burundi \$0.44
Cambodia \$2.13
Cameroon \$0.85
Canada \$0.24
Canary Islands \$0.17
Cape Verde Islands \$1.12
Cayman Islands \$0.69
Central Africa \$0.73

Chad Republic \$0.88
Chile \$0.91
China \$1.30
Christmas \$1.39
Cocos Islands \$1.11
Colombia \$0.93
Congo \$0.63
Cook Islands \$2.02
Costa Rica \$0.95
Croatia \$0.62
Cuba \$2.81
Cyprus \$1.31
Czech Republic \$0.43
Denmark \$0.47
Diego Garcia \$2.10
Djibouti Republic \$1.00
Dominica \$0.67
Dominican Republic \$1.68
Ecuador \$0.90
Egypt \$0.68
El Salvador \$0.86
Equatorial Guinea \$0.72
Eritrea \$1.37
Estonia \$0.26
Ethiopia \$1.39
Faeroe Island \$0.78
Falkland Islands \$1.26
Fiji Islands \$0.82
Finland \$0.80
France \$0.71
French Antilles \$0.51
French Guiana \$0.64
French Polynesia \$0.71
Gabon Republic \$0.51
Gambia \$0.76
Georgia \$0.32
Germany \$0.45
Ghana \$0.53
Gibraltar \$0.84
Gilbert Island \$1.35
Greece \$0.69
Greenland \$0.99
Grenada \$0.62
Guadeloupe \$0.44
Guam \$0.81
Guantanamo Bay \$1.20
Guatemala \$0.90

Guinea \$0.46
Guinea Bisseau \$1.23
Guyana \$1.43
Haiti \$0.80
Honduras \$1.05
Hong Kong \$0.35
Hungary \$0.75
Iceland \$0.36
India \$1.32
Indonesia \$1.27
Inmarsat \$9.99
Iran \$0.60
Iraq \$1.61
Ireland \$0.60
Iridium (6) \$4.69
Iridium (7) \$4.69
Israel \$0.61
Italy \$0.60
Ivory Coast \$0.55
Jamaica \$1.67
Japan \$0.49
Jordan \$1.14
Kazakhstan \$0.62
Kenya \$0.67
Kiribati \$1.35
Kuwait \$0.41
Kyrgyzstan \$0.60
Laos \$0.71
Latvia \$0.57
Lebanon \$0.79
Lesotho \$0.44
Liberia \$0.55
Libya \$0.53
Liechtenstein \$0.20
Lithuania \$0.56
Luxembourg \$0.36
Macao \$0.60
Macedonia \$0.65
Madagascar \$0.81
Malawi \$0.35
Malaysia \$1.00
Maldives \$1.24
Mali Republic \$0.80
Malta \$0.31
Marshall Island \$1.72
Martinique (under French Antilles) \$ 0.51
Mauritania \$0.61

Mauritius \$0.86
Mayotte Island \$1.24
Mexico \$0.75
Micronesia \$1.55
Moldova \$0.56
Monaco \$0.67
Mongolia \$0.64
Montserrat \$0.73
Morocco \$0.87
Mozambique \$0.76
Myanmar (Burma) \$1.01
Namibia \$0.39
Nauru \$1.56
Nepal \$0.68
Netherlands \$0.51
Netherlands Antilles \$0.59
New Caledonia \$1.27
New Zealand \$0.57
Nicaragua \$1.18
Niger Republic \$0.71
Nigeria \$0.77
Niue Islands \$3.25
Norfolk Island \$1.08
North Korea \$1.77
Norway \$0.49
Oman \$0.77
Pakistan \$1.35
Palau Republic \$0.88
Panama \$0.98
Papua New Guinea \$0.51
Paraguay \$0.63
Peru \$1.01
Philippines \$0.89
Poland \$0.72
Portugal \$0.67
Qatar \$2.22
Reunion Island \$0.52
Romania \$1.20
Russia \$1.03
Rwanda \$0.51
San Marino \$2.09
Sao Tome \$1.79
Saudi Arabia \$0.64
Senegal \$0.75
Serbia {Yugoslavia} \$0.53
Seychelles Island \$1.10
Sierra Leone \$0.81

Singapore \$0.28
Slovakia \$0.46
Slovenia \$0.49
Solomon Islands \$1.60
Somalia \$1.31
South Africa \$0.75
South Korea \$0.32
Spain \$0.63
Sri Lanka \$0.79
St Helena \$1.41
St Kitts & Nevis \$0.85
St Lucia \$0.86
St Pierre & Miquelon \$0.55
St Vincent & Grenadines \$1.67
Sudan \$0.77
Suriname \$1.10
Swaziland \$0.37
Sweden \$0.40
Switzerland \$0.57
Syria \$1.13
Taiwan \$0.45
Tajikistan \$0.64
Tanzania \$0.76
Thailand \$1.03
Togo \$0.81
Tokelau \$2.03
Tonga Islands \$1.32
Trinidad & Tobago \$1.00
Tunisia \$0.68
Turkey \$0.98
Turkmenistan \$0.61
Turks & Caicos Islands \$1.14
Tuvalu \$2.02
Uganda \$0.50
Ukraine \$0.51
United Arab Emirates \$1.75
United Kingdom \$0.47
Uruguay \$0.86
Uzbekistan \$0.49
Vanuatu \$3.76
Vatican City \$0.60
Venezuela \$0.66
Vietnam \$1.54
Wallis Island \$2.62
Western Samoa \$0.85
Yemen Republic \$1.14
Yugoslavia (Serbia) \$0.53

Zaire \$0.64
Zambia \$0.53
Zanzibar \$1.62
Zimbabwe \$0.29

3.4.8 International Calling Card Rates for Calls from International Country to United States

Billed in one minute increments. No surcharges apply.

Add \$0.25 to Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

Country to Country = \$4.99 per minute.

A charge of \$5.00 for Calling Card Audiotext calls may apply.

Calling Card-International Rates from International Country to United States/Rate per minute:

Australia \$1.50
Austria \$0.92
Azores (Portugal) \$1.69
Bahamas \$1.23
Barbados \$1.53
Belgium \$1.54
Bermuda \$1.33
Brazil \$1.67
Canada \$0.35
Chile \$1.79
China \$2.22
Colombia \$1.69
Cyprus \$1.89
Denmark \$1.30
Dominican Republic \$1.38
Faeroe Islands \$1.30
Finland \$1.66
France \$1.30
Germany \$1.30
Greece \$1.68
Greenland \$1.30
Guam \$1.15
Hong Kong \$1.95
Hungary \$1.54

Indonesia \$2.08
Ireland \$1.30
Israel \$1.85
Italy \$1.30
Japan \$1.78
Leichtenstein \$1.43
Luxembourg \$1.56
Malaysia \$1.88
Marshall Islands \$1.95
Mexico \$1.97
Monaco \$1.30
Netherlands \$1.30
Netherlands Antilles \$1.43
New Zealand \$2.08
Nicaragua \$1.99
Norway \$1.30
Panama \$1.51
Philippines \$1.80
Poland \$1.54
Portugal \$1.69
Russia \$2.34
Saint Kitts & Nevis \$1.54
Saint Vincent and the Grenadines \$1.55
Saipan \$1.66
San Marino \$1.30
Singapore \$1.84
South Africa \$2.27
South Korea \$1.89
Spain \$1.43
Sweden \$1.43
Switzerland \$1.43
Taiwan \$1.69
Thailand \$1.95
Trinidad/Tobago \$1.63
Turkey \$1.96
United Kingdom \$1.30
Uruguay \$1.70
Vatican City \$1.30
Venezuela \$1.69

3.5 Optical Transport Services and Metro Ethernet Services

3.5.1 Optical Transport Services

3.5.1.1 Description

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

3.5.1.2 Optical Transport Service Wave Division Private Line Service

(A) Optical Transport Service (OTS) Wave Division Private Line Service uses Wave Division Multiplexing (WDM) technology to optimize fiber, increase bandwidth through wavelength frequencies and support protocol sensitive applications. WDM increases the capacity of embedded fiber by first assigning incoming optical signals to specific frequencies (wavelength, lambda) within a designated frequency band and then multiplexing the resulting signals out onto a single fiber.

(B) Optical Transport Service (OTS) Wave Division Private Line Service is provisioned as a two (2) fiber, unprotected standard deployment through the access, distribution, and core of the depending on protocol and level of protection.

(C) Where protection is requested, protection options are available on an ICB basis.

3.5.1.3 Available Services

Gigabit Ethernet:

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

SAN Application Sensitive Protocol:

ESCON, FICON, and Fibre Channel

SONET:

OC-48 and OC-192

Video:

SDI Video (270 Mbps)

3.5.2 Metro Ethernet Services - Metro E-Line Protection Plus Service

3.5.2.1 Description

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

3.5.2.2 Supported Services

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

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

3.5.2.3 Enhanced Service Features

Jumbo frames (anything greater than 1518 byte frames) can be accommodated on 150 Mbps and 300 Mbps Metro E-Line Services. The Company also provides an option for Customer-side VLAN tags, which are offered in bundles of five (5) VLAN tags with a maximum of ten (10) VLAN tags.

3.5.2.4 Metro E-Line Restrictions

Service delivery is contingent upon the Customer location meeting the maximum allowable range from the serving node to the premise demarcation. There is a maximum 100 meter distance limitation at the Customer's premises (demarcation in the Customer premises).

3.5.2.5 Recurring Charges

	<u>One-Year Term</u>	<u>Two-Year Term</u>	<u>Three-Year Term</u>
<u>10 Mbps</u>	\$1788.00	\$1645.00	\$1430.00
<u>20 Mbps</u>	\$2681.00	\$2467.00	\$2145.00
<u>50 Mbps</u>	\$2965.00	\$2720.00	\$2365.00
<u>100 Mbps</u>	\$4000.00	\$3680.00	\$3200.00

150 Mbps	\$4813.00	\$4428.00	\$3850.00
300 Mbps	\$7219.00	\$6641.00	\$5775.00

VLAN Network Tags

Bundle of 5 (2 bundles maximum): \$15.00

Two (2) Bundles of 5: \$25.00

3.5.3 Metro Ethernet Services - Metro E-LAN Protection Plus Service

3.5.3.1 Description

Metro E-LAN Protection Plus Service is an Ethernet-based metro area service connecting three (3) or more locations, engineered and provisioned as a multi-point service. A minimum of three (3) locations is required and maximum of five (5) locations is permitted. Requests for additional locations will be examined on an ICB.

3.5.3.2 Supported Services

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

(B) Additional Network and Customer protection is available via ICB.

3.5.3.3 Enhanced Service Features

Jumbo frames (anything greater than 1518 byte frames) can be accommodated on 150 Mbps and 300 Mbps Metro E-LAN Services. The Company also provides an option for Customer-side VLAN tags. The Company will supply one (1) line side VLAN tag per location at an additional monthly recurring charge.

3.5.3.4 Metro E-LAN Restrictions

(A) Service delivery is contingent upon the Customer location meeting the maximum allowable range from the serving node to the premise demarcation. There is a maximum 100 meter

distance limitation at the Customer's premises (demarcation in the Customer premises).

(B) Metro E-LAN connections will use network identification addresses called VLAN tags, which are provisioned in accordance with Ethernet standards 802.1Q for network addressing. These tags define the source and destination relationship that exist between client-specific circuits on a common network.

3.5.3.5 Recurring Charges

	<u>One-Year Term</u>	<u>Two-Year Term</u>	<u>Three-Year Term</u>
10 Mbps	\$975.00	\$897.00	\$780.00
20 Mbps	\$1478.00	\$1359.00	\$1182.00
50 Mbps	\$1613.00	\$1484.00	\$1290.00
100 Mbps	\$2254.00	\$2073.00	\$1803.00
150 Mbps	\$2708.00	\$2491.00	\$2166.00
300 Mbps	\$4061.00	\$3736.00	\$3249.00

VLAN Network Tags

Minimum of three (3) locations; maximum of five (5) locations: \$100.00 per month per location

More than five (5) locations:
ICB

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

(A) Optical Transport Services and Metro Ethernet Services are only offered in buildings to which the Company has facilities in place and are provided only where Company's fiber optic facilities exist. The Company reserves the right to offer Optical Transport Services and Metro Ethernet Services only where Company facilities can accommodate the requirements defined by the Customer and the requested application.

(B) The Customer is responsible for providing a well protected path for network fibers on their property, all required AC power to operate network equipment,

access to all sites, and a secure environment for demarcation equipment. Customer will not attempt to adjust, modify, test, operate or otherwise alter any settings on any Company facilities or equipment, other than the direct physical connection to their equipment and the network interface. The Company must be notified if power will be interrupted. Metro Ethernet equipment will require conditioned power circuits (surge protected), and uninterrupted power supply (UPS) for equipment located at the Customer premises. The Customer will be responsible for any damage to the equipment due to power problems or tampering to/with the equipment.

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

(D) Customer premises protection and/or dual entrance into a building is not available in all areas and is only available ICB, contingent upon capacity, and solely at the discretion of the Company.

(E) The Customer is responsible for any inside wire and fiber required in connecting their LAN to the Metro Ethernet equipment, as well as the installation, operation and maintenance of any Customer provided equipment (CPE).

(F) Cancellation. Cancellation of Service in whole or in part by the Customer prior to the establishment of Service will require payment to the Company of an amount equal to the out of pocket expenses incurred with the assembly, labor, or cost of removal and any other costs incurred by the Company up to the time of the cancellation, not to exceed the total non-recurring charges, with the exception of a New Build under which all out of pocket expenses apply as set forth in Section 2.9.

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

(H) Moves of Service. When a Customer requests a move or relocation of Service, the move or relocation will be treated as a termination of the existing Service and establishment of new Service for the application of all charges. A one-time charge for the move or relocation may apply.

(I) End of Term Options. Prior to the end of the term commitment period, the Customer may select one of the following options, to be effective at the end of the term: renew the term commitment; commit to a new term period; arrange for an upgrade in class of Service; or arrange for a termination of Service. In the event the Customer does not select one of these options, the Customer shall continue on a month to month basis, for the same Service, until thirty (30) days notice of termination is sent by with the Customer or the Company.

3.5.6 Non-Recurring Charges for Metro Ethernet Services

<u>10 Mbps</u>	\$400.00
<u>20 Mbps</u>	\$400.00
<u>50 Mbps</u>	\$1000.00
<u>100 Mbps</u>	\$1000.00
<u>150 Mbps</u>	\$1000.00
<u>300 Mbps</u>	\$1000.00

3.6. Metropolitan Continuity Service (MCS)

3.6.1 Description

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

3.6.2 Supported Services

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

MCS is available via the following provision methods:

SONET:
DS3, OC3 or OC12

Metro Ethernet:

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

Optical Transport Service:

1.25 GigE, 10 GigE, OC48 and OC192 SONET interfaces

SAN:

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

3.6.3 Availability, Restrictions, and Limitations for Metropolitan Continuity Service

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

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

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

3.6.4 Pricing

Pricing for Metropolitan Continuity Service is via ICB.

3.7. Private Fiber Network (PFN)

3.7.1 Description

(A) Private Fiber Network delivers a voice, data, and video network to the K-12 educational market within a town district. PFN provides for

a dedicated, private line point-to-point facility from each remote school to the school district hub.

(B) PFN is provisioned as a dedicated, unprotected two (2) single mode fiber connection from each site to the school district hub. Each circuit is provisioned as either a 100 Mbp or 1000 Mbp full committed bit rate. At the school district hub location, the Gigabit switch used in connection with PFN will have layer three (3) capacity, support 802.1p tagging and VLANs, and have redundant power supplies.

3.7.2 Pricing

Pricing for Private Fiber Network Service is via ICB.

4. MISCELLANEOUS SERVICES AND CHARGES

4.1 Special Construction Services

4.1.1 Subject to the agreement of the Company and to all of the terms and conditions contained in this document, special construction of facilities may be undertaken by the Company on a reasonable efforts basis at the request of the Customer.

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

(a) Where facilities are not presently available and there is no other requirement for the facilities so constructed.

(b) Where the facilities so constructed are of a type other than that which the Company would normally utilize in the furnishing of its Services.

(c) Where the facilities so constructed are over a route other than that which the Company would normally utilize in the furnishing of its Services.

(d) Where the quantity of facilities requested by the Customer is greater than that which the Company would normally construct.

(e) Where the Customer requests that the facilities be constructed on an expedited basis or in advance of when the facilities would otherwise be constructed.

(f) Where the facilities are provided on a temporary basis pending the availability of permanent facilities.

(g) Where the construction requested involves abnormal costs.

4.1.3. Basis for Current Charges

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

4.1.4 Basis for Cost Computation

The costs referred to in this Section 4.1 may include one or more of the following items to the extent that they are applicable:

(a) Cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

- (1) equipment and materials provided or used,
- (2) engineering, labor, and supervision,
- (3) transportation, and
- (4) rights of way;

(b) Cost of maintenance;

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

(d) Administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items;

(e) License preparation, processing, and related fees;

(f) Document preparation, processing, and related fees;

(g) Any other identifiable costs related to the facilities provided; or

(h) An amount for return and contingencies.

4.2. Universal Service Fund (USF) Surcharge

The Universal Service Fund (USF) Surcharge recovers the Company's mandatory obligation to various Federal Universal Service Support Programs (i.e., High Cost, Low Income, Rural Health Care, and Schools and Libraries). The Company will recover the USF charges through a monthly percentage assessment on "end-user" interstate and international telecommunications charges. The surcharge will not apply to "reseller" interstate and international telecommunications charges provided that the Customer provides documentation regarding the Customer's satisfaction of its USF reporting and contribution obligations with respect to services purchased from the Company.

The Federal Communications Commission sets the USF percentage assessment rates ("USF contribution factor") every quarter based on the USF contribution requirements. The monthly charges for USF will be equal to (subject to rounding) the quarterly USF contribution factor established by the Federal Communications Commission and in effect for that bill period. The applicable quarterly contribution factor can be found at http://www.fcc.gov/wcb/universal_service/quarter.html.

The USF surcharge will be charged effective January 1, 2006 on the February 2006 invoices.

4.3 Charges for Restoration of Telephone Service

In accordance with Section 2.6.1(G), Customers will be assessed the following reconnection fees:

When service is in "soft disconnect" mode, which occurs seventy-one (71) days after nonpayment and results in the suspension of in-bound and outbound local and regional services (911 service remains in place):\$50.00

When service is in "full disconnect" mode, which occurs eighty-six (86) days after nonpayment and results in the termination of all services, including 911 services: \$75.00

4.4 Maintenance and Repair Charges

4.4.1 A Customer Provided Equipment Service Charge applies in the event the Company dispatches a technician to correct a problem in response to a Customer request and that problem is caused by the Customer's voice, data, or Internet service equipment or inside wire. The Customer Provided Equipment Service Charge is \$190.00.

4.4.1 A Technician Standby Charge applies per hour per technician when the Customer requests a Company technician to be on standby in order to work with the Customer's equipment vendor. The Technician Standby Charge is \$95.00 per hour/per technician.

4.5 Presubscribed Interexchange Carrier (PIC) Change Charges

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

The non-recurring charge is:

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

ADDENDUM A

New York

Gross Receipts Tax Surcharge: 2.5641%

MTA Tax Surcharge: 0.5986%

New Jersey

Sales Tax: 6.0000%

Connecticut

Sales Tax: 6.0000%